CONTRACT

BETWEEN THE

SCHOOL BOARD OF SAINT LUCIE COUNTY

AND THE

EDUCATION ASSOCIATION OF ST. LUCIE -

CLASSIFIED UNIT

July 1, 2022 through June 30, 2025

FORT PIERCE, FLORIDA

(Ratified February 28, 2022)

PREAMBLE

This Contract, entered into this February 28, 2022, by and between the School Board of Saint Lucie County, Florida, hereinafter called "Board" and the Education Association of St. Lucie, hereinafter called the "Association," and continuing in effect through June 30, 2025. The Board and the Association recognize teaching as a profession and believe that mutual understanding, and cooperation, and effective communications between the Board and the professional staff is in the best interest of the school system.

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DEFINITIONS

Terms used in this contract shall be defined as follows:

1. Annual Status: shall mean the employment status within the first three years of employment for all non instructional employees as defined by Florida Statute 1012.40

2. Association: shall mean the Education Association of Saint Lucie, Inc. and/or the Education Association of St. Lucie – Classified Unit (CU) unit.

3. Authorized Classified Unit Representative: shall mean any person delegated the authority to represent the Union by letter from the president of the Education Association of St. Lucie.

4. Bargaining Unit: shall mean all classified employees as defined in PERC order #80E-319 issued January 19, 1981 and any subsequent PERC orders to date. The term "bargaining unit" and "Association" shall be synonymous to the term "Classified Employee Unit".

5. Board: shall mean the School Board of Saint Lucie County.

6. Certification: refers to the designation by PERC of any employee organization as the exclusive representative of the employees in an appropriate bargaining unit.

7. Classified Employee(s): shall mean any person(s) defined in the bargaining unit.

8. Continuing Status: shall mean the employment status conferred to non instructional personnel who have successfully completed three (3) years of employment by the Superintendent in accordance with Florida Statute 1012.40.

9. Contract: shall mean the agreements reached between the negotiating teams of the Saint Lucie County School Board and Education Association of St. Lucie which have been reduced to writing, signed by the two respective negotiating teams and ratified by the Education Association of St. Lucie – Classified Unit and the Saint Lucie County School Board.

10. County-Wide Consultations Committee: shall be designated by the Association to meet with the Superintendent or his/her designee once a month at a time and place mutually agreed upon to discuss working conditions covered by the contract and contract implementation.

11. Definition Part Time Employee: a regular part-time employee is one who works fewer hours than a full-time employee but still works a scheduled number of hours every working day of the year.

12. Department: the operational units within the division.

13. Emergency: any situation which is not routine or generally anticipated. Emergency situations are always defined by the Superintendent or his/her designee.

14. Extended School Year (ESY) Services: Extended School Year Services are identified as individual instructional services beyond the regular 180-day school year for students with disabilities receiving special education services.

15. Faculty Council: The Faculty Council is a working group whose purpose is to implement the school improvement plan, support the operation of the school, and serve in an advisory capacity to the school principal. As a function of this purpose, the Faculty Council will determine the use of release time on the Early Release Choice Days designated by the District Master Calendar. The Faculty Council shall meet monthly at a minimum and other times as needed.

16. Grievance: A written allegation by the grievant that a dispute, disagreement, or difference exists between the grievant and the employer involving the interpretation or application of this contract.

17. Grievant: A member of the bargaining unit by name or members of the bargaining unit by names filing a grievance(s). The Association may be the Grievant.

18. Immediate Supervisor: the term, "immediate Supervisor" shall mean the principal of the school where the employee is assigned or the county-wide departmental administrator when the employee is assigned to a county-wide department.

19. Job Classification: the grade or classification in which the employee is currently assigned.

20. Manual Physical Restraint: shall mean the use of physical restraint techniques that involve physical force applied to restrict free movement of all or part of a student's body consistent with School Board Policy 3.44 (2)(d)(iii).

21. Probationary Period: A defined period of time during which an employee may be released from a new position without cause. This release is not subject to the grievance and arbitration procedure.

22. Reasonable Force: shall mean the appropriate level or degree of physical force necessary to maintain a safe and orderly learning environment consistent with School Board Policy 3.44 (2)(d)(iii).

23. Saint Lucie County Public Schools: all public schools now existing or established in the future which lie wholly within the legally established boundaries for the county of Saint Lucie.

24. School Board: Shall mean the School Board of Saint Lucie County.

25. Seniority: A classified unit employee's seniority is the years, months and days employed in the district as a classified unit employee. Time spent on unpaid leave of absences shall not be credited as time worked for seniority purposes. Seniority ceases at the time of the termination of employment and is not revived by subsequent re-employment of the classified worker.

26. Saint Lucie County Public Schools: all public schools now existing or established in the future which lie wholly within the legally established boundaries for the county of Saint Lucie.

27. Strike: the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participating in a deliberate and

concerted course of conduct which adversely affect the services of the public employer and the concerted failure to report for work after the expiration of the collective bargaining agreement.

28. Work (Working) Day: any days that employees are expected to be present and performing assigned duties based on their contract.

29. Working Hours: those specified hours when employees are expected to be present and performing assigned duties. This includes relief periods but not lunch periods.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Classified Unit of the Classroom Teachers' Association, Inc., as the sole and exclusive bargaining agent for all Classified Personnel defined in PERC order #80E-319 issued January 19, 1981 and any subsequent PERC orders to date.

B. The Board agrees not to negotiate with or recognize any labor organization recognizing members of the Classified Unit until such organization is recognized by the Board and certified by the Public Employees Relations Commission.

ARTICLE II

ASSOCIATION, MANAGEMENT, AND CLASSIFIED EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Bargaining Unit Communication: The Classified Unit and its representatives may have the right to use school buildings at such times they do not interfere with school activities, provided the Classified Unit has been given such permission and assignment of space by the principal and approved by the Superintendent.

The Classified Unit and its members shall indemnify and save the Board harmless against and from any and all claims, demand, suits or other forms of liability that may arise out of or by reason for action taken by the Board for the purposes of complying with this request.

B. The Classified Unit may post notices of activities and matters on appropriate bulletin boards at each work site, as determined by the principal. The Classified Unit may use mailboxes and e-mail located at each school. All such posting and putting up of mail will be handled before and after the student's day and during the member's duty-free lunch period and/or within the two (2) fifteen (15) minute breaks. A copy of each District-wide communication placed in the member's box or email by the building representative or his/her designee will be received at the Superintendent/designee's office and the principal's office at the same time as distribution to the Classified members. All printed materials distributed under this section must show originator. Further, the Classified Unit representatives will be allowed the use of intra-school electronic mail for the purpose of on-site communications. This provision will be subject to the restrictions and guidelines regarding printed materials.

C. Dues:

1. The Saint Lucie County School Board agrees to deduct dues, and other fees from each appropriately authorized classified employee's check when authorized to do so by the employee, and remit such to the Association. The amount of deduction per regular payroll check will be the same for each designated group of members who have payroll deductions and shall be determined by the Association and the Board. The finance department and members of the Association will be notified in writing by the Association before any change can take place, but no change will take place until such deductions can be programmed and will be in effect no later than ninety (90) days after the authorization is received by the finance department. Individual member authorizations on the approved form, specifying the Board's authority to deduct dues, the date, social security number, position, work site, and live signature must be into the payroll department no later than September 1, in order to have deductions by the September payroll. Authorizations after that date will be accepted, but deductions will not take place until such deductions can be programmed and will be in effect no later than sixty (60) calendar days after the authorization is received by the Payroll Department. Member authorizations will be considered continuous unless changed by contract or unless discontinued by individual members.

2. Classified employees who terminate services, or request that deductions be stopped by submitting a thirty (30) day written notification to the Board and to the Association, will not have any additional or supplemental amounts deducted by the Board. Any remaining dues for these people will be handled by the Association and the individual, if any are determined as

owed.

3. The granting of the privilege of dues deduction shall not be construed to authorize or require any agency shop of maintenance of membership obligation upon employees.

4. The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of complying with this request.

5. All new employees hired beginning January 1, 2005 will be required to receive their regularly scheduled pay by direct deposit.

D. Management Rights: All management rights and management functions not expressly delegated in the Contract are reserved to the Board.

Required Fingerprinting:

All instructional and non-instructional personnel who are hired or contracted to fill positions in school districts requiring direct contact with students or engaged to provide services by a school district or university lab school to undergo background screening pursuant to s. 1012.56 or 1012.465. Once hired, Human Resources will automatically resubmit the employee's fingerprints every five (5) years. There is no responsibility on the employee for the resubmission of their fingerprints and the cost is covered by the district.

ARTICLE III

GRIEVANCE PROCEDURES

A. Purpose: The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to problems which may arise resulting from the interpretations and/or application of this contract.

B. The term "days" shall mean working days.

C. Rights and Responsibilities of the Grievant: The lodging of any grievance shall be the exclusive right of employees in the bargaining unit or the Association. If the grievant institutes this grievance, he/she waives all rights to use any other appeal procedure relating to his/her grievance procedure. The classified unit may grieve on its own behalf involving those contractual items directly and exclusively relating to the Classified Unit.

D. In the event a member of the bargaining unit has a grievance, he/she shall abide by the management decision involved, prior to and during the time the grievance has been filed and is being processed.

E. A grievance may be withdrawn at any level but the same grievance may not be filed a second time by the same party.

F. Time Limits: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered the maximum, and every effort should be made to expedite the process before the deadlines are reached.

G. Right to Representation: The grievant shall have the right of representation at each step of the grievance procedure, including the Informal Discussion, and the grievant shall be required to be present at each step. The grievant shall have the right to present the grievance(s) to the designated representative of the Board and to have such grievance adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the collective bargaining contract and a representative of the Association has been given the opportunity to be present at such adjustment(s). Copies of the employer's decisions given at every step of the grievance procedure shall be sent to the grievant and the Classified Unit. The grievant and the Classified Unit shall receive at least forty-eight (48) hours notice of any conference and/or hearing scheduled to resolve a grievance(s).

H. Informal Discussion: In the event that an individual employee believes there is a basis for grievance, the individual should first discuss, in person, the alleged grievance with the principal, immediate supervisor, or Superintendent or his/her designee authorized to settle the grievance. Such informal discussion shall take place within five (5) working days after the grievant should reasonably have had knowledge of the alleged violation of the contract. Other parties may be present at the informal discussion with the mutual consent of the principal and/or immediate supervisor and the member or their representative.

I. Step I: When an employee(s) has a grievance he/she may file a formal grievance in writing on an approved form with his/her principal and/or immediate supervisor. The statement of grievance shall state in writing the facts giving rise to the grievance, the specific article(s), and line(s) of

the contract which have been violated and the specific relief and/or remedy sought. Such grievance must be filed within fifteen (15) working days of the occurrence of the alleged violation of the contract or within fifteen (15) working days after the grievant should reasonably have had knowledge of the alleged violation of the contract, but in no case may a grievance be filed six (6) months after the occurrence of the grievance. The principal, immediate supervisor, or Superintendent or his/her designee authorized to settle the grievance shall have ten (10) working days after receipt of the grievance in which to hold a conference with the grievant. The grievant and the Association shall be advised, at least two (2) working days in advance, in writing of the time, place and date of such conference and the grievant shall have the right to have present at such hearing a representative of the Association if he/she chooses. A written decision by the immediate supervisor must be rendered within the ten (10) working days after the conclusion of the hearing. Copies will be sent to the grievant and the Classified Unit. If the grievance does not apply at the building or supervisory level, the grievant may submit such grievance in writing directly to the Superintendent.

J. Step II: If the disposition of the grievance in Step I is not satisfactory to the grievant or does not fall within the stated time limit, the grievant may submit the grievance within ten (10) working days to the Superintendent or his/her designee. Within ten (10) working days of receipt of the grievance the Superintendent or his/her designee shall hold a hearing conference to resolve said grievance at a mutually agreed upon date, time and place. The grievant and the Association shall be advised, at least two (2) days in advance, in writing of the time, place and date of such hearing and the grievant shall have the right to have present at such conference a representative of the Association if he/she chooses. A written disposition of the grievance shall be rendered by the Superintendent or his/her designee within ten (10) working days of the hearing. Copies of the disposition shall be sent to the grievant and the Association.

K. Step III: If the grievant is not satisfied with the disposition of the grievance made in Step II, the grievant may move the grievance to arbitration by filing a request for such with the Superintendent within ten (10) working days after receipt of the written disposition made in Step II. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association will be divided equally between the parties. The grievant will pay the entire cost of arbitration if the grievant moves the grievance to arbitration without prior written consent of the Association. If the parties cannot mutually agree to an impartial Arbitrator within ten (10) working days of notification to the Superintendent that arbitration is being sought, the Arbitrator shall be selected by the American Arbitration Association in Accordance with its rules which shall govern the arbitration proceedings. The Arbitrator shall not have the power to add to, subtract from, modify or alter the terms of the collective bargaining contract.

1. He/She shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board, except where there is a possible violation of a section of this Contract.

2. His/Her powers shall be limited to deciding whether there has been a misinterpretation or misapplication of this contract as affecting any individual member or group of members individually identified within the bargaining unit; and shall not imply obligations and conditions upon the Board other than those which are specifically included in this Contract.

3. He/She shall have no power to establish salary schedules.

4. In rendering decisions, the Arbitrator shall give due regard to the responsibilities and rights of the Board and member(s) and shall so construe the Contract that there will be no interference with such responsibilities and rights, except as they may specifically be conditioned by this Contract.

5. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred to the parties without decision or recommendations on its merits.

Arbitrator shall confer with the representatives of the Board and the Classified Unit and hold hearings promptly, and shall issue a decision no later than thirty (30) days from date of the close of the hearings or final submissions. The Arbitrator's decision shall be in writing and shall set forth findings of fact, reasons and conclusions on the issues submitted. The decision of the Arbitrator, made in conformity to the definition of his authority by law, and restricted by the constraints within this Contract shall be submitted to the Board and the Classified Unit and shall be final and binding upon the parties.

L. Further Understandings: The time limits provided in this article shall be strictly observed but may be extended by mutual written consent of the Superintendent or his/her designee and the Association. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this agreement. In the event a grievance is filed after May 15 of any year and the strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. A grievant will not be compelled to attend meetings on days that are not workdays unless the grievance will not be compelled to attend meetings on days that are not workdays unless the grievance regards termination or suspension without pay. In cases of termination or suspension without pay the grievance steps will be conducted as quickly as practical for both parties, upon mutual consent of the parties.

No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, any school representative or any other participant in the grievance procedure by reason of such participation. All grievances may be filed and/or lodged by the grievant during the normal workday, provided that such filing shall be during non-instructional time and/or such filing does not disrupt the educational process. If the grievant, principal, the immediate supervisor or the hearing officer is ill, or on approved leave, the time limits may be extended to such time that the grievant, principal, immediate supervisor and hearing officer involved with the dispute and resulting grievance are available. The grievant has the right to have representation at all conferences and hearings as outlined in Article III, H – K.

All documents pertaining to a grievance shall be filed separately from the grievant's personnel folder(s).

All provisions of this procedure shall be strictly adhered to except where they are mutually altered in writing by the Board and the Classified Unit. Grievances can be lodged and/or filed concerning only and limited to the terms of this Contract.

ARTICLE IV

CONTINUITY OF OPERATION

If at any time, during the duration of this Contract, the Association authorizes, causes, engages in, or sanctions any strike or work stoppage of any kind, pickets, a refusal to perform the duties of employment by an employee or employees in the bargaining unit, either totally or through such techniques as work slowdown, work stoppage of any kind or pickets, it shall constitute a breach of contract.

ARTICLE V

WORKING CONDITIONS

A. General Provisions:

1. Full-time employment is considered to be for thirty-seven and one-half (37 ½) hours per week. Management will establish the basic workday and work week and hours of work best suited to meet the needs of the individual schools and departments.

2. Duty- Free Lunch: All full-time members of the bargaining unit who work 7 ½ hours or more in any scheduled workday shall be entitled to an uninterrupted duty-free lunch period without pay as follows:

a. County-level employees may have a lunch period up to a maximum of one hour as scheduled by their immediate supervisor.

b. All other employees shall be entitled to a maximum period of thirty (30) minutes for lunch as scheduled by their immediate supervisor.

3. Break-Time:

a. All full-time employees who work seven and one-half (7 ½) hours or more in any scheduled workday shall be entitled to two (2) fifteen (15) minute breaks each day. Break time shall be considered time worked. Break time is not cumulative or reimbursable through compensatory time. Break time must be taken at a time convenient with the immediate supervisor.

b. No break time shall be scheduled for regular employees who work four (4) hours or less a day.

c. A written schedule will be developed by the supervisor with input from the employee within one week of the beginning of the work year. Breaks should not be scheduled during the first 15 minutes or the last 15 minutes of the employee workday, except by mutual agreement between the supervisor and employee.

4. Work Year/Holidays

a. All 183 day employees will have three paid holidays as scheduled by the Board.

b. All ten month employees shall work 196 days and have five paid holidays as scheduled by the Board.

c. All eleven month employees shall work 216 days and have six paid holidays as scheduled by the Board

d. All twelve month employees shall work 250 days and have six paid holidays as scheduled by the Board.

e. Should a holiday occur during a time when an employee is on sick or vacation leave,

the sick day or vacation day shall not be charged to the employee.

f. Unpaid holidays shall include January 1, Martin Luther King Holiday, Presidents' Day, Fall Holiday, Thanksgiving (2 days), Spring Holiday, Memorial Day, and Fourth of July.

5. Compensatory Time: When an employee is required or requested to perform functions before or after the regular workday, this time may be used as compensatory straight time if less than 40 hours in a work week and granted by the appropriate administrator. Pre-authorized work performed by employees in excess of forty (40) hours in a work week shall be compensated at a rate of one and one-half or compensatory time at one and one-half hours. This choice is at the option of the employee. An employee who has requested use of compensatory time shall be permitted by the employer to use compensatory time in a reasonable period after making the request if the use does not unduly disrupt the operation of the School Board.

a. Compensatory time must be taken during the current school year in which it was granted. Employees are limited to a maximum of forty hours of accrual. Compensatory time accrued at the end of the year will be paid in accordance with the Fair Labor Standards Act.

b. For purposes of overtime computation, only time actually worked will be considered, except paid holidays shall be used as a basis for computing overtime.

c. Management will determine which employees will be assigned overtime work.

d. All reasonable requests for classified unit employees to attend school recognition ceremonies during the school day for their children will be approved by the principal. Time will be approved when it results in a minimum disruption of the educational program. Employees may use compensatory or personal leave.

e. The work week for overtime compensation shall run from 12:01 AM on Sunday to 12:00 midnight Saturday.

6. In accordance with 1011.62, F.S., on student attendance days the workday for classified employees assigned to work at a school that has been listed by the Florida Department of Education as a Lowest Performing Elementary School shall be 8 hours and 20 minutes per day on student attendance days, including early dismissal (180 days). This provision applies only to the year that a school is on the Florida Lowest Performing Schools list. Hours worked in excess of forty (40) hours in a work week shall be compensated at a rate of one and one-half time per hour over forty hours. For computing overtime, the work week shall run from 12:01 AM on Sunday to 12:00 midnight on Saturday. Employees will be entitled to two (2) fifteen (15) minute breaks each day and a period for lunch of thirty (30) minutes each day.

B. Duty Rosters: Principals are responsible for scheduling duty rosters to provide for supervision of students. When appropriate, duty rosters will reflect more than one employee to supervise groups of 32 or more students assembled in common areas.

C. Facilities and Supplies: The Board agrees to:

1. Provide a lockable space for each CU employee

2. Provide all materials needed to perform their duties

3. Provide off street parking

4. Provide all CU employees with access to a computer/work station located in their immediate work area that is connected to the district's established electronic communication system including necessary passwords to utilize the system. In addition each classified employee will be provided with an e-mail account on the district's system.

D. Faculty/Staff Meetings:

1. There shall be no less than twenty-four (24) hours notice given for general faculty meetings and county-wide meetings except in cases of emergency.

2. The principal and Faculty Council will work to develop and annual schedule of meetings to be provided to staff at the start of each school year. Changes to the yearly schedule will be provided to staff in a timely manner except in cases of emergency.

3. When meetings are scheduled before/after the regular workday, bargaining unit employees will be entitled to compensation in accordance with Article V, A.5 of this Contract.

E. Inclusion

1. The Health Paraprofessional at each school site will be involved, when requested by the Principal/designee, in the staffing of ESE students with specific needs and when there are no objections.

2. Classified Unit employees other than Health Paraprofessionals will not be required to perform medical/and or invasive procedures for any student on routine basis.

3. Appropriate training as determined by the Board for Least Restrictive Environment will be provided for Classified Unit employees assigned to assist ESE students.

4. Employees may refer students to the school health paraprofessional to determine if they are suspected of having a communicable health condition. Students suspected of having a communicable health condition as determined by the health paraprofessional may be sent home with the approval of the principal. Any student sent home and returning to school shall be readmitted as determined by the principal.

F. Substituting for Teachers: If a member of the CU bargaining unit is asked to substitute for a teacher for a full day, the individual will receive his/her regular pay plus $20.00 for each complete day of substitute duty. CU members used for a half day will be paid $10.00.

1. A full day will be defined as 4 hours or more; partial hours will be rounded to the next full hour.

2. The Principal will decide who is used as a substitute depending on the educational needs of the children and the work responsibilities of the substituting employee. The principal will consider volunteers and rotation in the selection process.

G. Faculty Councils (Ratified 9/2015):

1. The Faculty Council is established through the joint collaboration of the school principal, the faculty, and the St. Lucie County Classroom Teachers' Association and Classified Unit. The Faculty Council is a working group of professional educators whose purpose is to implement the School Improvement Plan, support the operation of the school, and service in and advisory capacity to the school principal.

2. The Faculty Council membership includes persons serving in "principal appointed" leadership positions such as grade level chair, department chair, or team leader, and an additional number of representatives of the teaching faculty and classified staff. The number of additional elected representatives will be based on the number of "principal appointed" positions, using a 3 to 1 ratio (for every 3 appointed members there will be one additional representative member). When determining additional representative members, round up (add 1) when the number of appointed members is not a multiple of 3.

3. Of the additional members, at least one member shall be appointed by the Association. The remaining additional members will be elected.

4. The elected representatives shall be full-time bargaining unit employees from the school staff. There shall be at least one teacher elected by the teachers, one classified staff member elected by the classified staff.

5. Members of the Faculty Council who serve in the "principal appointed" leadership positions will receive compensation in the form of the supplement associated with their appointed position. Members of the Faculty Council who are elected or appointed by the Association will receive a supplement in an amount to be bargained.

6. The membership of the Faculty Council shall be determined within the first 10 days of the 10 month employee contract year.

7. The school principal shall be the chairperson of the Faculty Council and the Association appointed additional representative shall serve as the vice-chairperson. The Principal and the vice-chairperson will work together to create the agenda.

8. Tentative agendas for each Faculty Council meeting shall be distributed by email at the school site at least two (2) days prior to the meeting. Agenda items should be submitted to the chair or vice chairperson at least four (4) days prior to the meeting. Minutes of all meetings shall be distributed by email to the faculty members within one (1) week of the meeting. Minutes of the meetings shall also be submitted to the Human Resources offices and Association office.

9. The Faculty Council will determine the use of the release time on the designated Early Release Choice Days designated by the District Master Calendar. The Faculty Council shall

determine the use of this release time before the 10th day of the 10 month employee contract year.

10. The Faculty Council shall meet monthly at a minimum and other times as needed.

11. Each Faculty Council will receive training in the St. Lucie Interest-Based Decision-Making process and will use this process for consensus when making decisions.

H. Contract Waiver

To provide individual schools and worksites the opportunity to seek new strategies that may positively impact the success of students, the Association and Board hereby establish this procedure for waiving specific requirements of this collective bargaining agreement.

The waiver of provisions of the collective bargaining agreement between the Association and the Board may be requested through the following procedure:

1. At a school site, when a School Improvement Plan (SIP) strategy needs a contract waiver, the wavied must be approved by the School Advisory Council with the principal giving final approval before being submitted to the school bargaining unit and the Association. At worksites other than school sites, or if a SIP strategy is not impacted, proceed to Step 2.

2. Application for waiver presented for final worksite bargaining unit vote (requiring 2/3 secret ballot vote to move to next step). This vote will take place among the members of the bargaining unit impacted by the waiver. The worksite administrator and a worksite leader or other facility representative appointed by the Association shall verify the vote count.

3. Application presented to the School Board and Association Executive Board using the negotiated Contract Waiver Form. Both parties must agree to the said waiver implementation and approval must occur 10 days before the said date of implementation.

4. When applications are denied, suggestions for revisions must accompany such denials and be provided within 5 days after denial enabling schools to revise their plan and re-apply.

5. Applications for a waiver shall contain a specified time for the waiver to be in effect.

ARTICLE VI

AUTHORITY AND PROTECTION

A. Any case of assault/battery upon a Classified Unit employee while on duty, shall be required to be reported promptly to the Principal/Supervisor by that employee and any other employee observing or having knowledge of the assault. In cases involving assault/battery upon the employee while on duty, the Board will advise the employee of rights and obligations of handling the incident by Law Enforcement and Judicial Authorities. An employee shall not be subject to discipline or reprisal for initiating or participating in good faith in filing a report with law enforcement. Copies of reports generated by the incident shall be given to the employee within two workdays of receipt of the report by the Board. The Principal shall report to the Superintendent/designee by the next workday after an assault, that an assault upon an employee has been reported to him/her.

B. An employee, while acting within the scope of his/her employment, who is a victim of a student assault, shall be entitled to receive reimbursement for property damages resulting from the assault if the employee can substantiate such to his/her immediate supervisor and the Superintendent. The maximum amount eligible for reimbursement in any one accident is $200 unless it can be shown from a doctor's statement that adequate replacement or repair would cost more. In there cases, the maximum amount eligible will be $400. No payment will be made if the coverage for damages is provided from another source such has insurance, Workman's Compensation, etc.

C. Each principal will indicate to the Classified Unit employee under his/her supervision, who will be responsible for the school and the related duties of said person in the event of the principal's absence.

D. Employees shall not be required to travel during their uninterrupted duty free lunch period. Lunch shall be exclusive of travel time.

E. Employees who are required to divide their work assignments between two (2) or more work locations during the same work day shall be given reasonable travel time.

F. When a caller explains a message as an emergency, it will be delivered immediately to the employee. All other messages will be placed in the employee's mailbox or delivered as soon as possible.

G. Yearly pre-retirement information will be made available by February 1st of each year.

H. When a Classified Unit Employee calls for an administrator for students under his/her supervision, the principal or his/her designee, shall provide appropriate assistance and support.

I. <u>Complaints and Investigations:</u>

1. The School District or school based administrators shall conduct an investigation as expeditiously as possible of any formal complaint filed against a member of the bargaining unit. Upon determination that the district is in receipt of a complaint that should be investigated, the member of the bargaining unit will be notified within two (2) business days of the complaint and

the nature of allegations against them. However, such notice requirement shall not prevent the district from utilizing information obtained while determining whether a formal review is required by the district.

2. For any complaint to be used for evaluative purposes, written documentation must be provided to the member of the bargaining unit in a timely manner. Anonymous complaints and/or statements cannot be the only source used as the basis of Progressive Discipline or evaluative action.

3. Investigations of members of the bargaining unit that may result in Progressive Discipline shall include an Allegation Meeting. Progressive Discipline will not be issued except for just cause.

4. No documentation of complaints found to be unfounded or based only on sources anonymous or either party will be included in a member's personnel file.

5. Individuals notified of an allegation, will be notified of the outcome of the investigation upon completion.

6. The district will inform the member of the bargaining unit in writing of any investigation or investigatory file that was reported to the third party. Notification will occur within 5 business days of reporting.

J. Unauthorized Computer Use: A classified unit employee shall not be liable for unauthorized use of a computer by another person unless it can be proven that the employee did not follow school board procedures in regard to preventing unauthorized use. All employees are required to follow School Board Policy including St. Lucie School District's Acceptable Use Policy. The acceptable use policy will be provided to each classified unit employee at the beginning of the school year.

K. Emergency Situations: The school district will maintain emergency procedures to handle emergencies. Members of the bargaining unit will be provided with the procedures and training and will be expected to adhere to these procedures. No member of the bargaining unit will be expected to perform duties that would be expected to be handled by First Responders.

L. Release of Employee Information: The Superintendent, or his/her designee, in response to a written request by an appropriate recognized lending institution or Credit Bureau for credit purposes, is authorized to give the following information:
1. Length of employment
2. Status of employment
3. Salary

In no case shall the Superintendent give, in response to such requests, any opinion as the character of the individual concerning whom the inquiry is made, or reveal anything of a confidential nature.

M. Reprimands: No administrator shall reprimand a Classified Unit employee in the presence of students, parents, or colleagues except when the colleague may be in a representative capacity. This prohibition is not intended to prevent more than one administrator from being present at the

reprimand in an official capacity. No recording devices shall be used during any meetings between a Classified Unit employee and administration and/or parents except with the permission of all parties involved.

N. Physical and Psychiatric Examinations

1. The cost of all physical and psychiatric tests or examination taken by the employee at the request or order of the School Board or its designee, except those examinations or tests which are prerequisites of initial employment, shall be borne by the Board.

2. At all times the choice from among state licensed physicians and psychiatrists shall be made by the employee from a list provided by the School Board. No employee shall be compelled to submit to any test or examination without a written statement of the need for such examination from the School Board or its designee.

3. An employee shall have the right to seek an additional opinion or judgment from among state-licensed physicians or psychiatrists of the employee's choosing. The cost shall be borne by the employee and shall be completed without undue or unreasonable delay, but in no event later than twenty-one (21) days after receipt of the report by the employee of the School Board requested examination. When this option is exercised, the additional opinion shall be attached to any other medical opinions under consideration with respect to disciplinary action against the employee.

4. The report(s) of the examination(s) completed pursuant to the contract shall be placed in the employee's personnel file.

O. Personnel Files:

1. Personnel files are housed in the Human Resources Department of the St. Lucie County School District. Additional personnel file information is maintained at the employee's worksite.

2. Records will be kept in accordance with Florida Statute 1012.31. Individual employees may review their school personnel file and/or total personnel file by scheduling an appointment at least twenty-four (24) hours in advance with the Human Resources Administrator or Principal.

3. No written discipline will be added to an employee's personnel file without the review and written approval of a Human Resources Administrator for compliance with St. Lucie County School Board Policy. Employees will be given a copy of any material to be added to their personnel file and may provide a written response to the material.

P. Use of Reasonable Force and Manual Physical Restraint (Ratified 12/09/10)

1. Training - Employees who may reasonably be expected to utilize either reasonable force or perform manual physical restraint in the performance of their job duties shall be trained within 30 school days of being assigned to a student, classroom, or position where reasonable force or manual physical restraint may be expected to be used. The District agrees to provide training for all employees on the rights and responsibilities associated with the use of reasonable force and manual physical restraint consistent with School Board policy 3.44 upon employment and to provide refresher courses on a more frequent basis for employees assigned to students, classrooms, or positions where reasonable force or manual physical restraint may be expected to

be used.

2. Reporting – Employees who have had to perform manual physical restraint in the course of their job duties or use reasonable force, will complete the required reporting form within the established timelines and shall have the right to consult with their representative before submitting such. This right does not limit the principal or his/her designee from reporting the use of manual physical restraint or the use of reasonable force to the parent in accordance with established guidelines.

Q. Progressive Discipline: Disciplinary action shall be for just cause and shall be administered in a manner to correct behavior. Disciplinary action may be taken against an employee in the following ways

1. Written summary of conference
2. Written letter of concern
3. Written letter of reprimand
4. Suspension without pay (on recommendation of the Superintendent and approval by the School Board).
5. Termination (on recommendation of the Superintendent and approval by the School Board).

Progressive discipline is designed to correct behavior and will normally follow progressive discipline; this does not preclude the district from moving to a lower or higher level of discipline up to and including termination, depending on the severity of the offense. Examples of the offense that may be deemed severe and warrant a move to higher levels of discipline include, but are not limited to, immorality, misconduct in office, gross insubordination, willful neglect of duty, or conviction of any crime involving moral turpitude.

Summaries of Conference and Letters of Concern are not subject to the grievance or arbitration process unless the action being addressed is reported to the third party. The grievance timeline will begin when the member has received either a Summary of Conference or Letter of Concern, and notification that the items have been provided to a third party.

ARTICLE VII

TRANSFER OF CLASSIFIED EMPLOYEES

A. Transfers and Administrative Approval:

1. St. Lucie County School Board employees desiring a change in worksite between school years can transfer between school years if approved by the receiving administrator but no later than one month prior to the first day of work for 10 month personnel. After that date, all transfers must have approval of both sending and receiving administrators.

2. Transfers with Commensurate Experience: Full experience credit will be granted to employees who transfer into a position with commensurate job duties as determined by the Human Resources department.

3. Transfers with Non-Commensurate Experience: Employees who transfer from one position within the district to another position in the bargaining unit will receive partial to full credit on the salary schedule for time worked within the school district. For those who transfer into positions with non-commensurate job duties as determined by the Human Resources department, they will receive credit as follows:

a. Minimum of 4-10 years in the district, the employee would receive credit for 50 % of years of experience on the salary schedule for a job not determined by Human Resources to be similar in function as referenced by the table below:

Years of Experience	Salary Schedule Credit Awarded
4	2
5-6	3
7-8	4
9-10	5
11 or more	Full credit

b. Eleven (11) or more years in the district, the employee would receive credit for 100% of years of experience on the salary schedule for a job not determined by Human Resources to be similar in function.

B. Notification: Any member of the bargaining unit who has requested a transfer to a specific posted vacancy or to a specific posted promotion will be notified in writing of the administrative action taken on such transfer or promotion request.

C. Posting of Vacancies: During the school year, all known classified unit vacancies shall be posted at work sites as follows:

1. Vacancies for the current school year: no less than Five (5) days prior to the position being filled.

2. Vacancies for the next school year: no less than Five (5) days excluding Saturday, Sunday and holidays prior to the position being filled.

D. Involuntary Transfers: Involuntary transfer will be made with the approval of the Superintendent when a reduction in the number of classified unit employees at a site is necessary and will be subject to the following:

1. The notice of the reduction shall be presented to the staff by the principal or supervisor and posted. Volunteers at the affected site shall first be sought and transfers shall be awarded to the most senior qualified volunteer based on District seniority. If volunteers are insufficient then involuntary transfers will be made. Those lowest in time of service in the District being transferred first, provided; that the transfer is consistent with overall district program needs. No Classified Unit employee will be involuntarily transferred two successive years. A Classified Unit employee involuntarily transferred shall have the option of returning to the site from which he/she was transferred provided a position becomes vacant.

2. The procedures listed herein shall not apply to or limit the District's right to involuntarily transfer for reasons other than staffing reduction at a work site

E. Summer School: (Ratified 12/09/10)

1. All Classified Unit employees shall have an opportunity to apply for summer school positions for which they are qualified based upon the following:

a. Submittal of a summer program application to the Human Resources Department within the advertisement period.

b. Recent work experience within the most recent five (5) year period consistent with the summer school position desired.

c. The most recent year of experience must have been completed with a satisfactory evaluation.

d. Seniority in the district.

2. Classified Unit (CU) employees will be selected on a rotating eligibility system wherein a CU employee who is offered a summer school or Extended School Year position will be placed at the bottom of the eligibility list for the following year. However, in the case of Extended School Year, priority will be given to the paraprofessional's current work assignment as appropriate.

3. Classified Unit employees shall be notified in writing as to the status of their employment for Summer School or Extended School Year as soon as possible prior to the beginning of Summer School or Extended School Year.

4. If student enrollment requires a reduction in staff, those lowest in time of service in the district at the site will be reduced first, with the exception of paraprofessionals placed in Extended School Year positions as reflected in Article VII.E.2 above.

5. Those employees impacted by a reduction in staff who worked less than half of the summer school session shall be placed above those who worked for the full summer session on eligibility list for the following year.

6. Professional Development will be made available to any CU paraprofessional interested in working with students with disabilities in Extended School Year.

In the event that the District changes the terms under which Summer School was negotiated, both parties agree to reconvene a Summer School Subcommittee for collaborative bargaining.

ARTICLE VIII

LEAVES OF ABSENCE

A.

1. Leave without pay may be granted for a period not to exceed one year. Application for such leave shall be submitted in writing with the reasons therefore, to the principal or department head. All such leave requests are subject to final approval by the Board.

2. Except in the case of an emergency, requests for leave, compensatory time, or vacation leave shall be received by the appropriate school or department administrator or designee in advance using established procedures for making such requests in accordance with St. Lucie County School Board Policy 6.501, Leave Application. Once a request for leave has been submitted by the employee it will be approved or denied within two working days. If the supervising administrator does not deny a leave request within the two working days the leave will be considered approved. This does not preclude the supervising administrator from approving a leave submitted less than two working days in advance. The denial of the leave shall be done in writing. (Ratified 9/2015)

3. In approving leave requests, no request will be unjustifiably denied.

B. Approved leave without pay shall not constitute a break in service.

C. An employee returning to work after an approved leave of absence shall be reassigned to the same classification or to a comparable classification that he/she held before going on leave.

D. Vacation Leave

1. Vacation day accruals for twelve (12) month personnel are established as follows:

a. 13 work days per year for employees who have been employed by the School Board of Saint Lucie County less than five (5) consecutive years.

b. 16.25 work days per year for employees who have been employed by the School Board of Saint Lucie County more than five (5) consecutive years, but less than ten (10) consecutive years.

c. 19.50 work days per year for employees who have been employed by the School Board of Saint Lucie County more than ten (10) consecutive years.

2. The number of years used for this purpose must have been continuous and spent with the Saint Lucie County School Board. Vacation time must be approved by the Superintendent/designee and should be planned so that normal operation of the system can be realized.

3. In applying the above table, it shall be determined that the employee has both continuous and creditable service before the annual leave credits are granted. Any service break without approved leave will break continuity and the employee must start at zero years, if re-employed.

4. Vacation leave may be used as accrued. Employees shall not accumulate more than sixty (60)

days of vacation leave and shall take no more than twenty (20) consecutive workdays off at one time.

5. Upon resignation, termination, or change of employment to a lesser month position, the employee may take his accumulated leave before the date of termination.

E. Maternity/Paternity or Adoption Leave

Any employee employed on a full-time basis shall be granted Maternity Leave without pay for a period not to exceed one year. Such leave shall commence on a date determined by the employee in consultation with the doctor and notification given to the Superintendent and Principal, in writing.

1. All members of the bargaining unit shall be entitled to use sick leave for maternity until such time as maternity leave begins.

2. An employee adopting a child shall be entitled, upon request, to a leave not to exceed one year. The leave may begin after receiving regular or de-facto custody of the child. If the rules of the adoption agency require proof of leave as a consideration of granting the adoption, the Board shall provide proper assurance that such leave will be granted, and, if necessary, grant leave at the time required by the agency.

3. The employee who has received either maternity or adoption leave may return to work after the leave has expired without loss of previous leave benefit.

4. An employee who has been on maternity or adoption leave will, upon expiration of such leave, be assigned to the employee's former position or a comparable position.

F. Sick Leave

1. Any member of the bargaining unit employed on a regular basis who is unable to perform his/her duty because of the illness or death of father, mother, brother, sister, husband, wife, child or other close relative or member of his/her household, and consequently has to be absent from his/her work shall be granted leave of absence for sickness by the Superintendent, or by someone designated in writing by him to do so.

2. Extent: Each member of the bargaining unit employed as a regular employee shall earn one day of sick leave for each month employment which shall be credited to the member at the end of the month, and which shall not be used prior to the time it is earned and credited to the member, provided that the member shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. Such sick leave shall be cumulative from year to year without limitation. All members of the bargaining unit shall be entitled to use sick leave for maternity until such time as maternity leave begins.

3. Sick Leave Donation: Members of the bargaining unit are authorized to donate accrued sick leave to any person who is a school board employee. The recipient may not use the donated sick leave until all of his/her sick and annual leave has been depleted. The donated sick leave has no terminal pay value for the recipient. This provision shall not apply to paid or unpaid leave available in accordance with any sick leave pool, nor to any other form of leave. (Ratified

9/14/12)

G. Bereavement Leave:

In the event of death of a member of the immediate family, an employee may use up to five (5) days of accumulated sick leave for bereavement. Requests for sick leave for bereavement purposes may be made in one (1) hour increments and shall be made to the employee's supervisor in accordance with School Board approved procedure for leave requests. The number of hours to be used will be at the employee's option.

The immediate family is defined as the employee's spouse, child, mother, father, brother, sister, step parent, step child, grandparent, grandchild, parent in law, or any relative residing within the employee's household.

H. Civil Leave

If an employee is subpoenaed to court as a witness, except for any action in which he/she or the Union is a party, the proper leave application form shall be submitted with a copy of the subpoena attached. Any money received for such service as a juror or witness, with the exception of the money received for travel, meals, or lodging shall be promptly reimbursed to the Board. An employee shall receive his/her regular salary on those regularly scheduled working days he/she is required to be absent, provided that he/she promptly provides evidence of attendance in the form of the actual warrant received from the court. Failure to provide such evidence and to reimburse the Board within thirty (30) calendar days after returning shall result in the employee's loss of regular pay during the leave period.

An employee may request personal leave or vacation if he/she is subpoenaed or otherwise appears in an action in which he/she or the Classified Unit is a party.

I. Medical Leave

Up to a year's leave of absence may be granted to employees for personal illness. A doctor's statement relating to the nature of the illness must be attached to the request for leave. Illness of a member of the family does not qualify for this type of leave.

J. Personal Leave With Pay

Each employee shall be permitted six (6) days personal leave which shall be charged to accrued sick leave and shall be non-cumulative. No reasons other than to state "Personal

Reasons" shall be required for this leave. Personal leave with pay may be granted, provided such leave is submitted through established procedures and approved in advance.

K. Temporary Duty Assignment

Temporary duty assignment is authorized for employees who are assigned by the Superintendent to be on duty at such place or places removed from their regular place of duty and mutually agreed upon by the employee.

Such assignment to temporary duty will ordinarily be initiated by the Superintendent or his designee. Employees will receive their regular pay and may be allowed expenses as provided by law and regulations of the Board.

L. Release Time Association President, Officer

The President of the Association and one (1) elected officer will be granted a renewable leave of absence, at no cost to the Board. If a bargaining unit member is hired by the Education Association of St. Lucie to perform staff services functions, the member is eligible for a renewal leave of absence for the time employed by the Association. The Association will reimburse the board no more than ten (10) working days after each pay date for all expenses related to salary, benefits, etc. During the leave of absence, the president and officer will serve in a representative capacity for all members of the Education Association of St. Lucie bargaining units as specified below:

1. Education Association of St. Lucie Classroom Teachers Association (CTA)

2. Education Association of St. Lucie Classified Unit (CU)

3. Education Association of St. Lucie Professional Technical Unit (ProTech)

The leave will be counted as a year's working experience for salary purposes, and will not break continuity of service for the length of the leave. The President who has been granted the leave will, upon the expiration of such leave, be assigned to the employee's former position, if available, or to a comparable position for which the employee is certified and/or qualified, but not necessarily to the same school or grade level.

The St. Lucie County Classroom Teachers Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of granting a leave of absence for released time President.

M. Release Time Union Activities

In addition to the leave of absence granted to the President of the Association, under Article XI, Par. O., designees of the Association shall be allowed with pay additional time off to attend Association convention and training and to attend to union business if such activities cannot be taken care of other than during the normal workday. However, this leave shall be limited to a group total of 25 days, of which 10 are designated for training purposes, measured from July 1 for all persons participating. The Association will notify the Board at least five (5) days in advance of such leave time, except in cases of emergency. Any such leave shall not exceed five consecutive. The Association agrees to reimburse the Board for any and all substitute costs incurred during these days off. The Association will reimburse the Board within ten (10) days after receiving a statement for reimbursement for substitute cost. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of granting a leave under this section. Additional days may be approved by the Superintendent for lobbying purposes.

N. Sabbatical Leave

Any member of the bargaining unit who is on continuing status shall be eligible to apply for Sabbatical Leave after seven (7) years of satisfactory service with the St. Lucie County School Board.

Application must be submitted to the Superintendent or his/her designee during the period from February 1 to March 31, preceding the school year for which leave is requested. Applicants will be notified no later than April 30 as to the disposition of their applications will. An employee receiving permission to take sabbatical leave shall inform the Superintendent in writing of his/her intention to either accept or decline such leave. Such notification shall be given no later than fifteen (15) days after the applicant has been notified of approval of his/her request for leave.

During the absence of an employee on sabbatical leave, such member shall receive 50% of his/her basic salary. In addition, the Board will pay the Board's contribution for retirement and FICA of the person on leave.

Sabbatical leave shall be interpreted to mean extended Professional Leave and all applicants shall comply with the following regulations:

1. The employee must be entering the last year of an approved post secondary educational degree program.

2. The work performed must lead to a Bachelor's Degree or higher in education or a field related to their work assignment.

Sabbatical Leave shall be granted for no more than one year for any individual.

Any school insurance held by a member of the instructional staff at the time the leave is granted shall remain in force at the request of the employee, provided that appropriate arrangements are made by the employee to pay full costs of the insurance program.

Sabbatical Leave cannot be counted as a year's experience for salary purposes but will not break continuity of service in the county.

Sabbatical Leave shall be limited to one percent of the number of Classified Unit employees paid from local or state sources for that year in which applicants apply.

Any employee granted a sabbatical leave shall sign a statement that he/she will return to the school system of St. Lucie County for a period of two (2) years at the conclusion of the sabbatical leave or repay any monies paid the employee during the sabbatical leave at the current Treasury bill rate.

Employees receiving a sabbatical must earn a minimum of 15 credits during the year not including summer courses. If the sabbatical is for one semester of student teaching to complete the degree, then no minimum credit is necessary.

O. Leave may be taken in 15 minute increments.

ARTICLE IX

SICK LEAVE BANK

The Sick Leave Bank was dissolved by a Letter or Understanding (LOU) on December 21, 2018 in accordance with this article.

A. A sick leave pool shall be established for members of the bargaining unit.

B. Eligibility (Ratified 5/2015)

Any full-time member of the CTA, CU, and CWA bargaining units shall be eligible for membership in the sick leave bank after one (1) full year of employment, provided that such employee has accrued a minimum of four (4) days of unused sick leave. A member must have verification from the Human Resources Department that he/she meets eligibility requirements as outlined in this article. In addition, full-time personnel who are not in the bargaining unit and are not represented by another collective bargaining representative shall be eligible for participation in the sick leave bank under the same conditions. (Ratified 1/2008)

C. Contributions (Ratified 5/2015)

Each new member of the sick leave pool shall contribute two (2) days of his/her personal accrued sick leave upon his/her initial enrollment. Each year thereafter, each continuing member shall contribute one (1) day of his/her accrued sick leave during the enrollment period at the beginning of the school year if the sick leave bank drops below one (1) day per member. If the sick leave bank falls below 150 days during the school year, each continuing member, except those currently using the sick leave bank, shall donate one (1) day from his/her accrued sick leave or withdraw membership from the sick leave bank. The payroll department will notify the bargaining units ten (10) working days prior to deducting the one (1) assessed day from sick leave bank members. Forms for enrollment in the sick leave bank shall be available in each school office. (Ratified 1/2008)

D. Enrollment Period

Two (2) enrollment periods shall be established during the first twenty (20) days of each semester.

E. Any sick leave pooled pursuant to this section shall be removed from the personally accumulated sick leave balance of the employee donating such leave.

F. Identification and Recording of Participants

The Human Resources and Payroll Departments shall establish and the Association will comply with procedures for identifying and recording contributions in the Bank and for complying with any applicable governmental regulation of sick leave or sick leave banks or associated record keeping.

G. Operation of Sick Leave Bank

The following conditions shall control the operation of the sick leave bank and the right of teachers to utilize the bank:

1. After a participant is a member of the sick leave bank for a minimum of sixty (60) calendar days and upon depletion of his/her sick and vacation leave shall be eligible to draw days from the bank with the following stipulations:

a. use of sick leave bank is restricted to those members who have not used the bank for at least three (3) years.

b. use of the sick leave bank will be restricted to no more than thirty (30) work days per school year. (Ratified 1/2008)

2. An employee must have exhausted all individual accumulated sick and vacation leave and have been absent from employment without pay for four (4) consecutive working days as a consequence of the illness, accident, or disability before being eligible for use of the pool. (Ratified 1/2008)

3. A doctor's statement certifying the illness and necessity for the protracted leave is required, and must be submitted with the Application for Use of the Sick Leave Bank Form. Reapplication to the sick leave bank requires a separate Application for the Use of the Sick Leave Bank Form and must be accompanied by a doctor's certification that the current illness/injury is not the same or related to an illness/injury used for sick leave bank benefits in the past. The member must also complete and submit a "Request/Reason for Absence. (Ratified 12/2009)

4. The employee shall not have to pay back in any manner the number of days used from the bank. (Ratified 1/2008)

5. The use of the bank shall be applicable to the illness, accident or injury of only the eligible employee. A member shall not use days from the pool for maternity/paternity purposes. (Ratified 1/2008)

H. The Board and the Association acknowledge that the utilization of days from the sick leave bank results in the expenditure of funds by the Board that would not otherwise be required.

I. The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting this procedure for employees to use this sick leave bank.

J. Withdrawal from Sick Leave Bank (Ratified 5/2015)

An employee who chooses to no longer participate in the sick leave bank must notify the Human Resources Department in writing of his/her intent to withdraw membership; he/she shall not be eligible to withdraw any sick leave already contributed to the pool. The Human Resources Department will provide the associations with a copy of their member's withdrawal form.

K. Any member of the Sick Leave Bank, who has claimed Illness/Injury in the Line of Duty under the Article that describes Leaves of Absence in their contract (Article VIII) shall not be eligible to withdraw sick leave from the pool. (Ratified 1/2008)

L. Abuse of Bank

Alleged abuse of the use of the sick leave bank shall be investigated and, on finding of wrongdoing, the employee shall repay all of the sick leave credits drawn from the sick leave bank and be subject to such other disciplinary action as determined by the Board to be appropriate.

M. Dissolution of Bank

If the sick leave bank is dissolved for any reason, the balance of days in the account shall be equally distributed into the individual accounts of the current members. However, no employee may receive more sick leave credit under this paragraph (L) than he/she has transferred into the bank.

N. A Sick Leave Bank Review Committee shall be established by the Association to:

1. Review and monitor usage
2. Review any alleged misuse
3. Keep records, as supplied by the Payroll and Human Resources Departments, at the CTA/CU office for review purposes.

This committee will meet with the Board's representative who administers the Bank twice each year after the open enrollment period has closed and will receive an update report from the Board's representative during the months of December and June. Members of this committee shall be appointed by the Association's President. (Ratified 1/2008; 5/2015)

ARTICLE X

EVALUATION

A. All regular employees will be formally evaluated once each year by the principal, the immediate supervisor (as defined on page 2 of this contract) or his/her administrative designee. Employees who do not have continuing status will also receive a midyear evaluation review. (Ratified 12/2008)

B. Employees will be made aware of the criteria, appraisal form and the name of the immediate supervisor for the evaluation at the beginning of each school year or during the first month of employment if the employee begins work after the school year has begun.

C. Each new employee or new transferee shall receive a verbal orientation and a written job description from their immediate supervisor or designee within the first ten (10) working days of employment.

D. Observation of employees shall be done openly and shall not be used to harass any employee.

E. When an immediate Supervisor identifies a deficiency, the employee shall be notified of his/her said deficiency(ies) within ten (10) working days.

F. The annual evaluation form will be signed by the employee, a copy of the evaluation form will be filed in the employee's personnel file and a copy will be given to the employee. Such signature by the employee only acknowledges that he/she has read the report and does not necessarily indicate agreement with the contents. If an employee receives a rating of "improvement expected" or "unsatisfactory" on any category of the evaluation, the evaluator will provide written comment and suggestions for improvement. (Ratified 12/2008)

G. The employee's assessment file will be opened for inspection by the employee or his/her designee and others as designated by the Superintendent.

H. As part of the employee's formal yearly evaluation or midyear evaluation review, each supervisor shall schedule a conference with the employee for the purpose of reviewing the evaluation. The employee may submit a written response to be attached to the evaluation form. (Ratified 12/2008)

ARTICLE XI

REDUCTION IN FORCE, REASSIGNMENT, RECALL, AND CONTINUING STATUS

A. Length of Service: For the purpose of this article, length of service (or "seniority") shall be defined as an employee's length of continuous service with the School Board of Saint Lucie County since the employee's last date of hire. An employee's continuous service record shall be broken by voluntary resignation, non-reappointment to a position, or termination by discharge, abandonment of a position, or retirement.

B. Layoff: A layoff is defined as the release of an individual employee, termination, from employment as a result of a reduction in force. A reduction of force is defined as the temporary or permanent reduction in the number of employees for lack of work or funds without fault on the part of the employee, prior to the end of the fiscal year. If the District will be transferring employees to avoid layoffs, the procedures outlined in Article VII D must be used. In the event it becomes necessary to lay off employees in a school or department, the following procedures shall apply, unless required otherwise by court order or applicable laws:

1. Temporary employees shall be laid off before any regular, full time, employee is laid off based on the school system and departmental needs. No full time employee shall be laid off before they are offer the opportunity to fill a job vacancy which the School District is actively seeking to fill and for which the employee is qualified. Any movement of any employee from one worksite to another is a result of a reduction in force shall be considered an involuntary transfer as provided in Article VII. D and shall abide by the procedures outlined in Article VII.D.

2. The School Board shall determine the position and/or classification to be laid off. The choosing of the specific employees to be laid off will be on a district wide basis and will not be limited to the school or department where the eliminated position is located.

For the purposes of determining the order of layoff, the position within the level of the classification as reflected on the payroll schedule shall be used hereinafter referred to as classification; for example: the Position Level 1, Clerk Typist or Library Clerk. The employee in their identified classification with the least length of service in the School District as defined in paragraph A, above shall be the first laid off.

3. If two or more employees in the affected classification have the exact amount of length of service as defined in paragraph A, the Superintendent or their designee shall make the decision on who shall be laid off based upon:

FIRST: Job performance and qualifications; if that being substantially equal then:
SECOND: Length of Service in the affected classification

4. The Association shall be provided a length of service list of the employees within the classifications, prior to any layoffs or recalls.

5. The Association and the employee to be laid off shall be given written notice of layoff 10 work days prior to the effective date of the layoff.

C. Grant Funded Positions: Individuals hired or voluntarily transferred to positions dependent upon a specific grant funding are hired for the duration of the grant only and the termination of the position at the end of the grant funding shall not constitute a layoff, as defined in this article. Employees will be notified in writing that these appointments are contingent upon funding. When funding is depleted, reasonable efforts will be made to assist individuals with satisfactory evaluations to find positions within the district.

D. Reduction in Force: A reduction in force (RIF) occurs when a position is eliminated without the intention of replacing it and results in a permanent cut in the number of positions within the bargaining unit, except as stated in paragraph XI.D.7.

E. Change in Assignment: The Executive Director of Human Resources of their designee will discuss any changes in assignments with the employee directly involved. When an assignment involves moving from one worksite to another, the employee shall be given (3) working days written notice. An orientation of specific job responsibilities will be provided by the immediate supervisor or designee within the first ten (10) working days of the reassignment.

F. Continuing Status

1. The probationary period for newly hired Classified Unit employees shall be one hundred and twenty (120) working days beginning the first day the employee reports for work.

2. After satisfactory completion of the probationary period, the newly hired Classified Unit employee will be employed on an annual basis by the School Board. At the expiration of this annual employment there will be no guarantee of a position for the coming year. If the position will be available for the next year, the employee may be considered for another year. If his/her services are non-renewed, he/she shall be notified in writing, of his/her employment status by June 1 for eleven (11) month and twelve (12) month employees and by May 1 for all other employees. Such notices shall include the reasons for non-renewal. The employee shall have the right to appeal this decision to the Superintendent whose decision shall be final.

3. After serving three (3) consecutive satisfactory years on an annual basis, full-time Classified Unit employees recommended by the Superintendent and approved by the School Board shall be known as continuing employees whose status shall continue from year to year. Classified Unit employees meeting the criteria as stated in this paragraph as of July 1, 1994, shall be granted continuing status except when their last "overall evaluation" rating was "below average" or if they have received any written reprimands or warnings between July 1, 1993 and July 1, 1994, they shall serve a 120 working day probationary period from the date of ratification of this agreement between both parties. After the successful completion of this probationary period, they will be given either the annual status provided by paragraph 2 or continuing status provided by paragraph 3, depending on the employee's length of service.

4. If an annual or a continuing status employee who is serving a probationary period incurred as a result of a promotion is found to be unqualified to perform the duties of the higher position and the employee's former position is filled, the employee will be transferred to a vacant position for which he/she qualifies. The probationary period for promotion is ninety (90) working days. If no such position is available, then the employee shall be considered laid off with recall rights under paragraph D of this article. The determination of whether the employee satisfactorily completes

the promotion probation period shall not be subject to the grievance/arbitration procedure.

5. After a probationary period as defined above, the Board and/or its representatives may discharge an employee at any time, however, except as provided in paragraph 2, the Board must show just cause for such discharge.

6. Nothing herein shall be interpreted as restricting the Superintendent/designee from imposing a lesser discipline penalty than discharge.

7. Paragraph F does not apply to employees who are laid off or who abandon their jobs under the provisions of this contract.

ARTICLE XII

BUS AIDES

A. Assignment of Bus Aides

1. Bidding and Lock-In:

a. Bidding Seniority: Bidding seniority is defined as an employee's continuous length of service with the School Board of St. Lucie County. The current bidding seniority list will be posted. When a bus aide takes a route under the bidding process, he/she must keep the route for the remainder of the school year. Time worked as a substitute bus aide will not count towards seniority. Only regular school bus aides will be eligible to bid for open routes.

b. Establishment of Lock-In: The fall route Lock-In bid will occur no later than October 31 of each year. After the fall route Lock-In bid is complete4d, all bus aides will be guaranteed to be paid for the Lock-In time of the fall Lock-In bid calculated on a daily basis until the bus aide's Lock-In is established for the next school year at the next fall Route Lock-In Bid.

c. Change in Route Time after Lock-In: If the established time for the bus aide's route is reduced after lock-in, the bus aide will continue to be paid the time guaranteed at lock-in, until the bus aide's time is established for the next school year. The bus aide will be required to continue to report for work each day at the assigned compound and specified start time in accordance with Department procedures and may be given work to make up the difference in time. In no event will the bus aide be paid less than his/her lock-in time, even if the route time has decreased. Increases in route time will be paid in accordance with current procedures, but will not change established lock-in time. Sick leave accrual will be based on lock-in time, or current hours worked daily, excluding extra work, whichever is greater. The bus aide may choose to accept the revised lock-in time based on the revised established time for the assigned route. If the revised lock-in time is chosen and accepted by the bus aide in writing, the bus aide will be guaranteed pay for the revised lock-in time and be required to report for work each day at the specified start time in the revised lock-in route. (Ratified 8/9/16)

2. Open Bus Routes:

a. Beginning of School Year:

1. All routes not assigned to bus aides at the beginning of the school year will be designated as open routes and will be temporarily filled by full-time and substitute bus aides. Open bus aides' routes will be bid according to the following procedure:

2. All open routes will be reviewed and posted in the transportation employees' lounges concurrent with the bus driver bid but at least 1 week prior to the bid.

3. A copy of the postings shall be issued to the President of the Association.

4. Route bidding for bus aides shall take place at least one day following the bus driver bid.

5. Successful bidders will take over the accepted bid route no later than the Monday following the bid.

6. Any routes vacated by bus aides bidding as described above will be posted as open routes during the first week of the next month to be assigned to the most senior bidders the following week. Successful bidders will take over the accepted bid route no later than the Monday following the bid.

7. When a bus aide takes a route under the bidding process, he/she must keep the route for the remainder of the school year, unless administratively reassigned. Such reassignment shall not be for arbitrary and capricious reasons. Every reasonable effort will be made to maintain bus assignments from year to year to designated parking compounds consistent with the assignment as posted and bid upon by the bus aide through the bidding process.

b. After Lock-In: Any route requiring a bus aide which becomes open during the year as a result of terminations, transfers, creation of additional routes, etc. during the school year will be subject to the bidding process as described below:

1. Routes will be designated as assigned to the north or south county compound.

2. An Open Route or routes coming open during the school year will be conducted monthly when open routes exist.

3. The monthly bid will be conducted on the first Wednesday of the month and open routes will be posted five (5) working days prior to the scheduled bid date.

3. Extra Work:

a. Only bus aides who are regular, full-time employees of the St. Lucie County School District are eligible for extra work assignments. All middays and extra work will be temporarily assigned at the beginning of the year following the procedures outlined in A.3(b). At lock-in, previously assigned middays and extra work will be assigned for the remainder of the year in accordance with the contractual procedures outlined herein.

b. The assignment of bus aides to extra work shall be accomplished by a team attachment with a paired driver. As a driver is assigned to extra work requiring an attendant, the teamed bus aide will have first opportunity to accept that assignment. If a bus aide is either unattached or the teamed driver or aide does not want extra work, the bus aide may sign up on an “Independents List” to be organized by seniority. When the need for an independent bus aide arises, the list shall be utilized in an assignment rotation based on seniority and logistical feasibility.

c. After lock-in, when the assignment of extra work results in a lock-in and midday that exceeds 42.5 hours, then the following procedure will be used to assign the work:

1. Middays will be assigned using the extra work list procedure by seniority to a bus aide that can do the work without going over 42.5 hours.

2. If no bus aide can accept the assignment of the extra work without exceeding 42.5 hours, then the work will be assigned using the "all-call" procedure by seniority with overtime "cap" removed for all bus aides. Middays/extra work may be split.

3. If (1) and (2) are not successful, Middays/extra work may be split.

d. Assignment of additional work for bus aides will be made in the following order of priority:
   1. Current bus aides in accordance with the procedures outlined above;
   2. Current transportation employees in the CTA/Classified Unit;
   3. Current Classified Unit bargaining unit members who apply and have the appropriate training completed.
   4. Other St. Lucie employees who apply per Article VII. E (2). These employees will be provided appropriate training.

4. Assignment of Bus Aides on Regular Education Routes:

When a bus aide is assigned an exceptional education student on a regular education bus route, the student requiring the bus aide shall be their primary responsibility and other riders their secondary responsibility.

B. Bus Aide Supplements

Bus aides will receive a 6% supplement upon completion of training in providing services for medically fragile students. After completion of required training, bus aides may qualify for an additional 6% supplement based on assigned duties.

C. Bus Aide Training

Bus Aides will be provided with adequate, on-going training appropriate to the exceptionalities and needs of the students on their bus including the use of re3asonable force and manual physical restraint consistent with School Board Policy 3.44, prior to placement of students on the bus. Training will be provided during the regular work day and/or be compensated time or compensatory time beyond the work day as required by provision of this contract.

D. Reassignment of Bus Aides

When the efficiency of operation requires that a bus should be reassigned to a different compound location due to location of student residence and schools served by the assigned route(s) to the bus, the assigned employee to the affected bus will be given five (5) working days' advance notice of this bus compound reassignment. Upon notice, the assigned bus aide as applicable will be given the following options:

1. Continue with the bus assignment at the new bus compound. If this option is chosen, the employee will be given ten (10) working days to transition to the new bus compound location.

2. Request reassignment to any open bus until the next bid. If this option is chosen, the bus aide will be assigned to any open route by the Director of Transportation. If such assignment to an open route in lieu of moving to the new compound location is chosen, the hours of work associated with the open route will become the employee's new lock-in time.

E. Summer School Work

Assignments of summer school work for bus aides will be made following the procedures outlined in Article VII.E. Bidding for summer school routes will follow the established bidding procedures outlined above. If a substitute bus aide is required during summer work, assignment will be made using the procedure outlined in Article VII.E. for assignment of extra work.

ARTICLE XIII

COMPENSATION AND FRINGE BENEFITS

A. Salary

The District and the Union agree compensation is a mutual priority. To that end, the parties agree to meet annually to negotiate the compensation package.

Upon agreement, the parties will sign a Letter (or Letters) of Understanding to be attached to this agreement detailing compensation, health insurance and benefits for the year.

B. Fringe Benefits/Health Insurance – Effective January 1, 2019

1. The Board and the Association agree to continue an IRS Section 125 Cafeteria Plan for the employees effective January 1, 2014 (Ratified June 27, 2013). The Board will appoint a management company for the Cafeteria Plan.

2. Health Insurance Plan (Ratified August 6, 2019)

Providing affordable health insurance coverage for every employee is a priority for both the District and Union. The parties agree to work collaboratively through the Request for Proposals (RFP) process to select the health insurance carriers and plans that provide the best coverage and plans and affordability. The Association will have 3 members on the RFP committee. In addition, the parties agree to negotiate the district's contribution to plan premiums, HSA contributions and Wellness plan annually.

Upon agreement the parties will sign a Letter (or Letters) of Understanding to be attached to this agreement detailing health insurance plans, district contributions to plan premiums and HAS contributions and wellness plan for the year.

The Board agrees to fund wellness incentives for those employees participating in the St. Lucie County School District Employee Health Plans. The wellness incentive program will run from June 1 through April 30 of the plan year. The incentive program reward participants points based on the Incentive Program Activities and Points Schedule and each point is worth $1.00. The Union and the District Wellness Incentive Program will be reviewed quarterly by the Collective Bargaining Compensation Subcommittee.

C. Review of Sick Leave Bank

1. The parties agree to appoint a review committee to study current practices of the CU Sick Leave Bank and to develop recommendations for changes in procedures.

2. The committee will consist of 6 people, 3 appointed by CU, 2 appointed by the administration and the current administrator responsible for the CU Sick Leave Bank.

3. CU and the Board will consider adoption of recommendations as a memorandum of understanding regarding any new procedures to be implemented during the 1989-90, or 1990-91 school year.

D. Payroll Deductions

The Board shall make available through payroll deductions: credit union, tax deferred annuity programs, and other insurance programs as currently provided by the Board to all employees in the District. Employees may enroll or change annuities any time between May 1st and August 31st as long as authorizations are received by August 31st. The effective date for such will not be later than the September payroll. Employees may drop annuities any time during the year by submitting a written request to the payroll department and allowing up to sixty (60) days for processing.

E. Travel Allowance

Classified personnel required to use personal automobiles by the nature of the work assignment, upon approval of the Assistant Superintendent, shall be paid at the maximum rate allowed by state law. Such mileage reimbursement shall not include routine travel to and from the classified employee's home and the school to which he/she is assigned. Mileage claimed between schools must be identical to the amount as listed on the approved mileage chart.

F. Credit on the Salary Schedule

Classified employees who desire credit on the salary schedule for additional training and/or an earned higher degree must have completed all training by September 1st of the current fiscal year and proper verification of such must be submitted to the Human Resource Department by October 15th of the current fiscal year in order to receive credit for the entire year.

G. Supplements

1. Retirement Supplement: Each eligible and retiring member of the Classified Bargaining Unit shall be entitled to receive a retirement supplement of 15% of his/her annual salary exclusive of supplements in one lump-sum at the close of the school year. A retiring employee must qualify for retirement under the Florida Retirement System. In addition, the employee must have no less than twenty-five (25) years creditable service under the above mentioned plan and must have a minimum of fifteen (15) years creditable service with the St. Lucie County School District. The employee shall be eligible for the bonus only during his/her initial year of retirement eligibility.

In each school year an employee who becomes eligible for the retirement supplement must by March 1 have completed the necessary application for retirement through the Human Resources Department and resign effective at the end of the regular scheduled work year for that employee.

It shall be the responsibility of each employee to determine his/her eligibility for retirement and to meet the above requirements set forth to receive the retirement supplement.

2. Athletic and Extracurricular Supplements (Ratified 12/2009)
In order to insure hourly, non-exempt staff employment standards consistent with the requirements of the Fair Labor Standards Act, the following policies and procedures apply:

a. All such employees interested in coaching or advising/sponsoring an extracurricular club

or activity shall sign the HR volunteer form making it clear that such participation is, in fact, voluntary.

b. A salary shall not be paid to those who volunteer to perform these services. However, the specific stipend/nominal fee listed for the activity in the salary schedule supplement handbook shall be received by those who volunteer.

c. Stipends shall not exceed twenty (20) percent of what the Bureau of labor Statistics identifies as the national average salary for a full-time head football coach or extracurricular advisor. Amounts listed in the supplement schedule are in full compliance with this requirement.

d. Employees in this category shall not be otherwise employed by the School Board of St. Lucie County to perform the same services as those for which they are volunteering.

e. The stipend for non-exempt employees will not increase or decrease based upon the performance of any sports team, academic club, etc.

f. Volunteer activities may not begin until approved by the school administrator or the Human Resources Department.

g. The stipend shall remain in effect until and unless the Wage and Hour Division of the U.S. Department of Labor requires a change or modification for the purpose of meeting FLSA compliance requirements.

H. Direct Deposit

All new employees hired beginning January 1, 2005 will be required to receive their regular scheduled pay by direct deposit. (Ratified 12/09/10)

I. Terminal Pay

In order to encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to an employee under the following conditions:

1. At normal or disability retirement, or to the appropriate beneficiary if service is terminated by death, terminal pay for sick leave shall be calculated as follows:

a. during the first three years of service the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;

b. during the next three years of service the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;

c. during the next three years of service the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave;

d. during and after the tenth year of service the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave.

2. During or after the thirteenth year of service, an employee who terminates or retires, or whose service is terminated by death, may receive his/her daily rate of pay multiplied by 100% times the number of days of accumulated sick leave.

a. Accumulated sick leave shall include only the number of days for which the employee earned sick leave days in the county.

b. Terminal pay, when paid upon retirement or termination, shall be paid only if the employee is retiring or terminating under favorable circumstances, not if the employee is being dismissed by the Board. Only employees in service or on approved leave at the time of retirement shall receive these benefits.

J. Garnishment

In every case in which an attempt is made to enjoin the School Board as garnishee, the Board shall interpose its right to exemption as an agency of the state and the department or court as authorized in Florida Statute 409-2574 and the IRS are the only organizations to the knowledge of the Board that do have the legal right to demand funds withheld from an employee's salary and remitted to it.

The Superintendent, or his/her designees, in response to a written request by an appropriate recognized lending institution or credit bureau for credit purposes, is authorized to give the following information:

1. Length of employment
2. Status of employment
3. Salary

K. Pay Dates:

1. Dates for Ten Month Employees: Ten (10) month employees will receive their compensation in twenty-four (24) equal checks payable semi-monthly.

2. Pay Dates for 183 Day Employees: 183 Day employees will receive their compensation in twenty-one (21) equal checks payable semi-monthly (Ratified 12/2007)

L. If an employee is overpaid due to error, he/she shall repay said monies pursuant to a written schedule equal in time to that period for which the error was made. In no event, shall the number of scheduled payments be less than two. However, if an employee terminates with the District all scheduled payments shall become due at the time of termination.

M. Each member of the bargaining unit shall be admitted, without charge, to any school sponsored athletic event in which his/her student body participates provided such member will aid in such necessary supervision as directed by the principal.

ARTICLE XIV

MISCELLANEOUS

A. This Contract shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Contract.

B. Any individual agreements between the Board and any individual employee shall conform to the terms of this Contract.

C. Copies of the Contract titled "Contract Between the Education Association of St. Lucie – Classified Unit and the School Board of St. Lucie County" shall be printed by the Board within sixty (60) days after the Contract is ratified. The expense shall be paid by the Board.

D. The training rate of $9.32 per hour will be paid to all classified employees paid hourly for attendance at training that is conducted outside of regular working hours assigned for each regular workday. The training rate of $11.04 per hour will be paid to all full-time classified employees for attendance at training that is conducted outside of regular workday. In order to be eligible for the training pay, the Principal must submit the employee's name to the Superintendent/designee for approval prior to the employee attending the training session.

*This rate will automatically increase with Article 10 Section 24 of the Florida Constitution.

ARTICLE XV

APPENDICES

Appendices include agreements (Letter of Understanding) that are negotiated after ratification of the current contract but prior to negotiation of a new contract and other documents and materials necessary to execute this contract.

Appendices A – E are reserved for the following purposes:

APPENDIX A shall be the most recently ratified version of the *Official Grievance Form*.

APPENDIX B shall be the most recently ratified version of the *Education Association of St. Lucie Contract Waiver Form.*

APPENDIX C shall be the most recently ratified version of the *MEMBERSHIP APPLICATION for SICK LEAVE BANK*.

APPENDIX D shall be the most recently ratified version of the *Letter of Understanding Regarding the Wellness Incentive Program.*

APPENDIX E shall be the most recent ratified version of the *Letter(s) of Understanding Regarding Compensation and Benefits per Article XIII*.

The electronic version of this Contract will include updated appendices A – E within 30 days of ratification of new agreements or version. Copies of this Contract printed after the date of ratification will include updated Appendices A – E.

ARTICLE XVI

TERMS OF CONTRACT

A. This Contract may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the Board and the Association in writing, signed and ratified by both parties as an amendment to this Contract.

B. If any provision of the Contract or any application of this Contract shall be found contrary to law, then such provision or application shall be deemed to be invalid and not subsisting except to the extent permitted by law. All other provisions or applicable sections shall continue in force and effect.

C. The Board and the Association agree to ratify changes to contracts annually as agreed to using the Collaborative Bargaining Process. The Board and the Association agree to collaboratively bargain contract language continuously during the term of this contract. Salary and benefits will be opened each year for negotiations. Should either party elect to return to the "traditional process of collective bargaining" a written notice of 90 days will be provided.

D. Negotiation procedures: All Collective Bargaining between the Board and the Classified Unit will be in conformity to Florida Statute, Chapter 447 and the rules established pertaining thereto by the Public Employees Relations Commission (PERC). Changes in the law or PERC rules will accordingly change the collective bargaining procedure.

Education Association of St. Lucie - Classified Unit

4/21/22

E. David Freeland
President, Education Association of St. Lucie

4/21/22

Christine K Hill
Chief Negotiator, EASL

4/21/22

Sandy Rohn
Vice President, Classified Unit

School Board of St. Lucie County, Florida

4/21/22

Dr. Helen Wild
Chief Negotiator

4/21/22

E. Wayne Gent
Superintendent

Dr. Donna Mills
Dr. Donna Mills
Chairman of the Board

APPENDIX A

Education Association of St. Lucie
Local 3616
Your Union Working for You!

APPENDIX A
Official Grievance Form

Grievant's Name: _____

Worksite: _____ **Assignment:** _____

Grievance Form Given To: _____

Step 1

A. **Date, Time, and Place Grievance Occurred:** _____

Date, Time, and/or Place of Knowledge of Violation: _____

B. **Relates to Article(s), Section(s):** _____ of Agreement.

C. **Statement of Grievance:** _____

_____

D. **Relief Sought:** _____

_____

_____

Grievant's Signature: _____ **Date:** _____

E. **Disposition of Immediate Supervisor:** _____

_____

_____

Supervisor's Signature: _____ **Date:** _____

F. **Accepted:** ☐ **Rejected:** ☐ (Move to Step 2) **Grievant's Signature:** _____ **Date:** _____

Step 2

G. **Disposition of Superintendent or Designee:** _____

_____

_____

Superintendent/Designee's Signature: _____ **Date:** _____

H. **Accepted:** ☐ **Rejected:** ☐ **Grievant's Signature:** _____ **Date:** _____

*If additional space for information/statements is required, please attach to this form.

Revised 2/6/2022

APPENDIX B

APPENDIX B

Education Association of St. Lucie
Local 3616
Your Union Working for You!

Education Association of St. Lucie Waiver Form

School: _____ Date: _____

1. Specific article(s) of the contract to be waived: _____

_____

2. The approved waiver would facilitate achieving the following objective(s): _____

_____

_____

_____

3. How would the approved waiver enhance the achievement of the identified objective(s)?: _____

_____

_____

_____

4. The length of the time the waiver would be in effect: from _____/_____/_____ to _____/_____/_____

5. When will data be gathered, organized, and presented that may evidence the achievement of the identified objectives? _____
(This data, if applicable, should be forwarded to the EASL President in a timely fashion.)

6. Have all individuals that may be affected by the waiver had the opportunity to vote on this issue? _____
If not, explain: _____

_____

_____

We verify that this request has been approved by two thirds vote of:

1. School Advisory Council, if applicable Yes ____ No ____
2. Impacted Bargaining Unit Yes ____ No ____

Actual Vote: Yes _____ No _____

_____ EASL Representative

_____ Principal

Receipt of Waiver by Education Association: _____/_____/_____ Date

Signature: ☐ _____ Approved ☐ _____ Denied

Receipt of Waiver by School Board: _____/_____/_____ Date

Signature: ☐ _____ Approved ☐ _____ Denied

APPENDIX C

St. Lucie Public Schools

Application for Use of the Sick Leave Bank

CTA/CTA-CU, CWA

Name of Applicant_____ Date_____

Work Site_____ Position_____

Home Address_____

_____ Telephone_____

Briefly state nature of illness:_____

_____

How long do you expect to be absent? (from)_____ (to)_____
Date Date

A statement from your doctor must be attached to this form.
****Please remember to submit a "Request for Absence along with this form. ****

Please check the appropriate box for your bargaining unit

CTA ☐ **CTA/CU ☐** **CWA ☐**

Signature of Applicant _____

This request ☐ has ☐ has **not** been granted.
Reason for denied request:_____

_____

_____ _____
Date approved Human Resources Administrator

FOR HUMAN RESOURCES USE ONLY: ***MEMBER OF SICK BANK -*** **☐-YES ☐-NO**

***USED PREVIOUSLY: ☐-YES ☐-NO Reason**_____

LEAVE REQUEST CREATED: ☐-YES ☐-NO DATES_____**TO**_____

NUMBER OF SICK / VACATION DAYS AVAILABLE TO USE: _____

Cc: Sick Leave Bank
Payroll
Human Resources
CTA/CTA-CU, CWA
Employee

PER0037 Rev. 8/2016

APPENDIX D

Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie – CTA/CU/Protech
Wellness Incentive Program 2022-2023 School Year
April 28, 2022

The following is a tentative agreement between the School Board of St. Lucie County and Education Association of St. Lucie (EASL), regarding the Wellness Incentive Program for the 2022-2023 school year. The parties agree to implement this agreement prior to the conclusion of negotiations for the 2022-2023 school year.

The parties agree that promoting and maintaining a wellness program for school district employees is beneficial to the overall mutual goals of the parties which include improving employee attendance and containing the cost of insurance premiums. The Board agrees to fund wellness incentives for those employees participating in the St. Lucie County School District Employee Health Plans. The incentive program period will run from June 1, 2022 through April 30, 2023.

The incentive program will reward participants points based on the Incentive Program Activities and Points Schedule and each point is equal to $1.00. Participating employees may earn up to 200 points for the entire year. For participants in a Health Savings Account (HSA) eligible plan (BC/BS Plans 5192/5193 or 5180/5181), the wellness incentive will be awarded as a contribution to the employee's HSA account. Employees are responsible for ensuring that they do not exceed the HSA annual maximum contribution as per IRS regulation. For participants in a non-HSA eligible insurance plan (BC/BS Plan 5771), the earned wellness incentive will be awarded as a credit towards the employee's health insurance premium. For any employee who is not eligible for the HSA contribution or premium credit, the wellness incentive will be paid out as a supplement. Only employees who participate in the St. Lucie School District Employee Health Plans are eligible for wellness incentives. To receive the incentive the employee must be eligible and active as of the date the incentive award is made.

The activities and points structure for the wellness incentive are as specified in the Wellness Activities and Associated Points for 2022-2023 Schedule as shown on page 2.

The Wellness Incentive Program will be reviewed quarterly by the Collaborative Bargaining Compensation Subcommittee.

Rebecca L. Petrie 4/28/22
Rebecca Petrie, Vice- President, EASL

4/28/22
Helen Wild, Chief Negotiator
School Board of St. Lucie County

Christine K. Hill 4/28/2022
Christine K. Hill, Chief Negotiator
EASL

1

Activity	Points ($)	Date Submitted
Have a biometric screening done at an on-site Health Fair (or you may complete at Quest Diagnostics and complete the Personal Health Assessment online)	50	
Participate in a Tobacco Cessation Program	50	
Annual Physical from Primary Care Physician	30	
Annual Physical from Gynecologist	30	
Exercise at least 12 days per month for at least a total of 30 minutes/day	20	
Complete at least 15 Mindfulness Activities per month	20	
Participate in the Florida Blue Healthy Addition Prenatal Program	20	
Immunization COVID-19 (required 1 or 2 vaccines depending on manufacturer)	20	
Cancer Screening - Breast (mammogram)	15	
Cancer Screening - Cervical (pap smear)	15	
Cancer Screening - Colon (colonoscopy)	15	
Cancer Screening - Prostate or PSA Test	15	
Cancer Screening - Skin	15	
Attend a Health Lecture (up to 4 times a year)	15	
Participate in a Race – 5k/10k, etc. (up to 4 times per year)	15	
Submit a Wellness Success Story (minimum 1/2 page)	15	
Participate in a Webinar (up to 5 times per year)	15	
Blood Donation (up to 5 times per year)	10	
Dental Cleaning (up to 2 times per year)	10	
Vision/Glaucoma Screening (1 time per year)	10	
Immunization - Flu	5	
Immunization - Pneumonia	5	
Immunization - Shingles	5	
Participate in a District- Wide Wellness Challenge (up to 4 times per year)	5	
Enroll in and maintain active membership in the Better You Diabetes Prevention Program through the Solera Network (100% attendance required. Must submit monthly documentation in current reporting period)	3/month	

View your points in the Wellness P Custom Form in Skyward!

Ask your Wellness Champion or email Wellness@stlucieschools.org for instructions

Submit documentation to Mark Dionisio in Risk Management (Exercise Tracking Log, gym attendance, Claims & Statements, or statement from doctor) for all activities via email (Wellness@stlucieschools.org) or pony.

https://www.stlucie.k12.fl.us/health-wellness/

Documentation is due May 5, 2023

LOCATE HEALTH/PHARMACY/DENTAL CLAIMS & STATEMENTS:

1. Go to Floridablue.com & click "Log-in" (top right-hand corner).
2. Enter your User ID & Password. (If you haven't registered, click "New Member Registration."
3. Click "Claims & Expenses" then "Claims & Statements." Click on the date of service you would like to view. Click "Print this claim."

4. At the top of the page, next to "Currently Viewing Your," click "Dental" in the drop-down box. Follow the above steps for locating Dental Claims & Statements.

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APPENDIX E

Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie/CU/ProTech
Regarding Compensation
July 25, 2022

The following is a tentative agreement between the School Board of St. Lucie County and the Education Association of St. Lucie (EASL)/CU/ProTech for the 2022-2023 fiscal year. This agreement is subject to ratification and board approval.

Salary:

- All CU/Protech Employees receiving less than $15.00 an hour will be increased to $15.00 per hour.
- Eligible employees will receive an additional step on their salary schedules.
- The minimum total increase will be 4%. For employees whose hourly increase and step is less than a 4% increase, an additional amount will be added to their salary to make their total increase 4%.
- Where additional steps are necessary on a salary schedule a new step will be created by increasing the last step by 2%. Any individuals on that step will receive the additional 2% to bring their total salary increase to a 4% increase.

Training Rate:

- The training rate for additional work will be raised to $15.00 for all CU/Protech employees.

Both parties agree to reconvene for negotiations if additional revenue becomes available for the 2022-2023 school year with a priority on addressing CU Salary Schedule concerns related to the required increase to a minimum salary of $15/hour.

7/25/22
E. David Freeland, President EASL

7/25/22
Helen Wild, Chief Negotiator, School Board, SLC

7/25/22
Laura Lovett-Estima, Executive Board, CU

APPENDIX F

Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie/INCLUSIVE
Regarding Health Insurance
July 25, 2022

The following is a tentative agreement between the School Board of St. Lucie County (Board) and the Education Association of St. Lucie (EASL) for the 2022-2023 school year. This agreement is subject to ratification and Board approval.

- The Board will pay a one-time ProShare bonus to all employees. The bonus amount will be $426 which will result in a $300 "in pocket" bonus.
- Eligible employees are those returning for the 2022-23 school year and are employed on the date of payout.
- Employees on approved leave at the time of payout and who are otherwise eligible will receive the bonus upon return to duty.
- After bonuses are paid out, the compensation committee will review the ProShare balance and determine if a balance warranting additional negotiations is available.

7/25/22
E. David Freeland, President, EASL

7/25/22
Helen Wild, Chief Negotiator, School Board, SLC

7/25/2022
Rebecca Petrie, Vice-President, CTA

APPENDIX G

Letter of Understanding

School Board of St. Lucie County
Education Association of St. Lucie – CU
Regarding Supplements
July 28, 2022

The following is a tentative agreement between the School Board of St Lucie County and the Education Association of St Lucie/CU regarding supplements. Both parties agree to implement this agreement prior to the completion of negotiations for the 2022-2023 school year.

The following supplement will be added, not to exceed two per school, as indicated:

Health Paraprofessional Back-up: 3%

The Health Paraprofessional Back-up is the individual(s) designated as the Health Paraprofessional back-up and who receive any necessary training.

7/28/22
E. David Freeland, President, EASL

7/28/22
Dr. Helen Wild, Chief Negotiator, SBSLC

7/28/22
Laura Lovett-Estima, Executive Board, CU

APPENDIX H

Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie/CU
Regarding Health Paraprofessional Salary Schedule
September 15, 2022

The following is a tentative agreement between the School Board of St. Lucie County and the Education Association of St. Lucie - Classified Unit (EASL/CU) for the 2022-2023 fiscal year.

- Lanes VRG1-0, VRG6-0, VRG8-0, and VRG9-0 will be added to the current VRG salary schedule. The new VRG salary schedule is shown on page 2 of this LOU.
- Current Health Paraprofessionals will be moved to the step and lane on this new salary schedule that corresponds with their current step and lane on their existing salary schedule (V0J).
- This change is retroactive to the beginning of the 2022-2023 school year.
- The new salary will be reflected no later than the September 30th paycheck and the retro payment will be issued in a separate check no later than September 30th.
- Salary schedule VRG will be the adopted salary schedule for all future Health Paraprofessionals who will be placed according to current guidelines.

Both parties agree to implement the terms of this LOU prior to the conclusion of bargaining for the 2022-2023 school year.

9/15/22
E. David Freeland, President, EASL

9/15/22
Helen Wild, Chief Negotiator, School Board, SLC

9/15/22
Christine K. Hill, Chief Negotiator, EASL

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APPENDIX I

Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie/Inclusive
Regarding Health Insurance
September 15, 2022

The following is a tentative agreement between the School Board of St. Lucie County and the Education Association of St. Lucie (EASL)/CTA for the 2022-2023 fiscal year. The previous LOU dated July 25, 2022, stipulated that the District and the Union would reconvene when premium rates were finalized. This agreement replaces the previous LOU and increases the Boards contribution to the employee premium rates.

- The Board will offer employees the Blue Options currently called 5180/5181, 5192/5193, and 5771. Blue options 5771 is only available to employees hired prior to January 1, 2012.
- The Board will make a one-time contribution of $750.00 to a Health Savings Account (HSA) in January 2023, to each employee enrolled in an HSA eligible plan offered by the Board for the 2023 insurance year only.
- The Board will increase current premium contribution of $6,681.36 to $7,218.72 for all employees. In the original LOU signed on July 25, 2022, the board contribution was 50% which has now been raised to 61.75% of the premium increase for the Florida Blue 5192. This contribution is available to employees enrolling in the plan of their choice offered by the district.
- For employees whose 2022 prorated HSA contribution stopped on July 1, 2022, the per pay period contribution will continue and be retroactive to July 1, 2022.
- Any Proshare (profit sharing) funds earned by the district for the 2023 plan year will be placed in a separate accounting project and its use will be negotiated in compensation.

9/15/22
E. David Freeland, President EASL

9/15/22
Helen Wild, Chief Negotiator, School Board, SLC

9/15/22
Christine K. Hill, Chief Negotiator, EASL

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APPENDIX J

Letter of Understanding

School Board of St. Lucie County
Education Association of St. Lucie/CU and Protech
Regarding One-Time Payment- Referendum
January 17, 2023

The following is a tentative agreement between the School Board of St. Lucie County and the Education Association of St Lucie (EASL) regarding a one-time payment for eligible bargaining unit employees, excluding teachers, to coincide with a referendum payment to teachers, for the 2022-2023 school year. Both parties agree to implement this agreement prior to the completion of negotiations for the 2022-2023 school year.

In order to recognize the importance of all non-instructional staff, both parties agree to provide a one-time payment to all eligible non-instructional employees. In addition, the necessary move to $15.00 an hour created salary compression within pay scales within the Classified Unit and the Professional/Technical Unit. Both parties agree that addressing salary compression is a priority.

In recognition of this **salary compression,** this one-time payment will be paid out as follows:

- Employees who received a salary increase greater than 4% in the fall of 2022, or who are currently making $15.00 an hour, will receive a payment of $150.00. minus applicable taxes.
- Employees who received a salary increase of 4% in the fall of 2022, or who are currently making more than $15.00 an hour, will receive a payment of $300.00 minus applicable taxes.

Eligible employees are those employed by January 17, 2023, and still employed on the date of payout. This one-time payment will be paid out no later than February 15, 2023. Employees on approved leave will be paid upon return to work.

1/17/23
E David Freeland, President, EASL

1/17/23
Helen Wild, Chief Negotiator, School Board SLC

1/17/23
Christine Hill, Chief Negotiator, EASL

APPENDIX K

St. Lucie PUBLIC SCHOOLS

Letter of Understanding

Education Association of St. Lucie Local 3616 Your Union Working for You!

Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie – CTA/CU/Protech
Wellness Incentive Program 2023-2024 School Year
April 11, 2023

The following is a tentative agreement between the School Board of St. Lucie County and Education Association of St. Lucie (EASL), regarding the Wellness Incentive Program for the 2023-2024 school year. The parties agree to implement this agreement prior to the conclusion of negotiations for the 2023-2024 school year.

The parties agree that promoting and maintaining a wellness program for school district employees is beneficial to the overall mutual goals of the parties which include improving employee attendance and containing the cost of insurance premiums. The Board agrees to fund wellness incentives for those employees participating in the St. Lucie County School District Employee Health Plans. The incentive program period will run from June 1, 2023, through April 30, 2024.

The incentive program will reward participants' points based on the Incentive Program Activities and Points Schedule and each point is equal to $1.00. Participating employees may earn up to 200 points for the entire year. For participants in a Health Savings Account (HSA) eligible plan (BC/BS Plans 5192/5193 or 5180/5181). The wellness incentive will be awarded as a contribution to the employee's HSA account. Employees are responsible for ensuring that they do not exceed the HSA annual maximum contribution as per IRS regulation. For participants in a non-HSA eligible insurance plan (BC/BS Plan 5771), the earned wellness incentive will be awarded as a credit towards the employee's health insurance premium. For any employee who is not eligible for the HSA contribution or premium credit the wellness incentive will be paid out as a supplement. Only employees who participate in the St. Lucie School District Employee Health Plans are eligible for wellness incentives. To receive the incentive the employee must be eligible and active as of the date the incentive award is made.

The activities and points structure for the wellness incentive are specified in the Wellness Activities and Associated Points for 2023-2024 Schedule as shown on page 2.

The Wellness Incentive Program will be reviewed quarterly by the Collaborative Bargaining Compensation Subcommittee.

4/11/23
E. David Freeland, President, EASL

Helen Wild, Chief Negotiator
School Board of St. Lucie County

4/11/23
Rebecca Petrie
Vice-President, CTA

Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie – CTA/CU/Protech
Wellness Incentive Program 2023-2024 School Year
April 11, 2023

Activity	Points ($)	Date Submitted
Have a biometric screening done at an on-site Health Fair (or you may complete at Quest Diagnostics and complete the Personal Health Assessment online)	50	
Participate in a Tobacco Cessation Program	50	
Annual Physical from Primary Care Physician	30	
Annual Physical from Gynecologist	30	
Exercise at least 12 days per month for at least a total of 30 minutes/day	20	
Complete at least 15 Mindfulness Activities per month	20	
Participate in the Florida Blue Healthy Addition Prenatal Program	20	
Immunization COVID-19 (required 1 or 2 vaccines depending on manufacturer)	20	
Cancer Screening - Breast (mammogram)	15	
Cancer Screening - Cervical (pap smear)	15	
Cancer Screening - Colon (colonoscopy)	15	
Cancer Screening - Prostate or PSA Test	15	
Cancer Screening - Skin	15	
Attend a Health Lecture (up to 4 times a year)	15	
Participate in a Race – 5k/10k, etc. (up to 4 times per year)	15	
Submit a Wellness Success Story (minimum 1/2 page)	15	
Participate in a Webinar (up to 5 times per year)	15	
Blood Donation (up to 5 times per year)	10	
Dental Cleaning (up to 2 times per year)	10	
Vision/Glaucoma Screening (1 time per year)	10	
Immunization - Flu	5	
Immunization - Pneumonia	5	
Immunization - Shingles	5	
Participate in a District- Wide Wellness Challenge (up to 4 times per year)	5	
Chiropractic Adjustments (Up to 5 per year)	5	
HALT Diabetes Program (12 month Program) (Up to 12 per year)	5	

View your points in the Wellness P Custom Form in Skyward!
Ask your Wellness Champion or email Wellness@stlucieschools.org for instructions

4/11/23
4/11/23
4/11/23

Submit documentation to Mark Dionisio in Risk Management (Exercise Tracking Log, gym attendance, Claims & Statements, or statement from doctor) for all activities via email (Wellness@stlucieschools.org) or pony.

https://www.stlucie.k12.fl.us/health-wellness/

Documentation is due May 3, 2024

LOCATE HEALTH/PHARMACY/DENTAL CLAIMS & STATEMENTS:

1. Go to Floridablue.com & click "Log-in" (top right-hand corner).
2. Enter your User ID & Password. (If you haven't registered, click "New Member Registration."
3. Click "Claims & Expenses" then "Claims & Statements." Click on the date of service you would like to view. Click "Print this claim."
4. At the top of the page, next to "Currently Viewing Your," click "Dental" in the drop-down box. Follow the above steps for locating Dental Claims & Statements.

Wellness Incentive Date Range: June 1, 2023—April 30, 2024

APPENDIX L

Letter of Understanding

School Board of St. Lucie County
Education Association of St. Lucie – CU/Protech
Regarding Summer School Bonus Pay
April 14, 2023

The following is a tentative agreement between the School Board of St. Lucie County and the Education Association of St. Lucie (EASL) Classroom Teachers' Association regarding a bonus pay incentive for summer school workers for the 2022-2023 school year only. The parties agree to implement this agreement prior to the conclusion of negotiations for the 2022-2023 school year.

Due to Covid-related closures and interruptions, both parties understand that more students need supplemental instruction which will require expanding summer school opportunities and that the funding for this pay structure is available through emergency relief funds

Each school site will be hiring Summer School Clerks which will support the operation of the site. Clerks hired for summer school will receive a flat hourly rate of $27.00.

All other CU/Protech employees hired to work summer school will receive their hourly rate.

All CU/Protech employees hired to work summer school will be eligible for an attendance supplement of $250.00 for perfect attendance for the 18 days of summer school between June 12th, 2023, and July 13th, 2023. The supplement will be paid out after the conclusion of the summer program once eligibility is confirmed in one supplement check.

4/14/23
E David Freeland, President, EASL

4/14/23
Helen Wild, Chief Negotiator, School Board SLC

4/14/23
Christine Hill, Chief Negotiator, EASL

APPENDIX M

Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie - CTA/CU
Regarding DCEC Differentiated Salary Adjustment
May 4, 2023

The following is a tentative agreement between the School Board of St. Lucie County and the Education Association of St. Lucie (EASL) regarding incentive pay for teachers, clerical staff and teacher's aides assigned full-time to Dale Cassens Educational Complex, Data House and Detention Center.

It is recognized that recruitment and retention is a district-wide priority. However, there are unique challenges in recruiting and retaining the staff at DCEC/Data House/Detention Center in its role as an alternative to expulsion school. Both the union and district recognize that for safety and quality of instruction and student services, it is imperative that all positions are filled and that the highly trained, flexible, and skilled staff are committed to remain in that setting. As a recruitment and retention incentive, the following annual differentiated salary adjustment will go into effect beginning in the 2023-2024 school year to those staff members providing and supporting instruction and supervision.

2023-2024 School Year:

- Teachers will receive $5,000. It shall be paid in two installments of $2,500 by December 20th and June 1st
- Teacher's Aides/Paraprofessionals and Clerical Staff will receive $3,000. It shall be paid in two installments of $1,500 by December 20th and June 1st
- Must be hired prior to November 1st to earn first installment
- Must be hired prior to May 1st to earn the second installment
- Must be employed on date of payment
- Employees on approved leave will be paid upon return to work

Both new hires and internal SLPS transfers are eligible for the annual differentiated salary adjustment.

5/4/23
E. David Freeland, President EASL

5/4/23
Dr. Helen Wild, Chief Negotiator, School Board SLC

Rebecca L. Petrie 5/4/23
Rebecca Petrie, CTA Vice-President

APPENDIX N

Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie/INCLUSIVE
Regarding Health Insurance
September 13, 2023

The following is a tentative agreement between the School Board of St. Lucie County Board and the Education Association of St. Lucie (EASL) for the 2024 Insurance Plan Year. This agreement is subject to Board approval and ratification.

- The Board will offer employees the Blue Options Plans currently called 5180/5181, 5192/5193, and 5771. In addition, a new plan will be offered Blue Option Plan 5172/5173. Blue Options 5771 is only available to employees hired prior to January 1, 2014.

- The Board will contribute $7,218.72 to employees enrolling in the plan of their choice offered by the District.

- The Board will make a one-time contribution of $750.00 to a Health Savings Account (HSA) in January 2024, to each employee enrolled in an HSA eligible plan offered by the Board for the 2024 insurance year only.

- For employees whose 2023 prorated HSA contribution stopped on July 1, 2023, the per-pay contribution will continue and be retroactive to July 1, 2023.

- Any ProShare (profit sharing) funds paid to the district for the 2024 plan year will be placed in a separate accounting project and its use will be negotiated in compensation.

9/14/23
E David Freeland, President, EASL St. Lucie

Helen Wild, Chief Negotiator, School Board SLC

9/14/23
Christine Hill, Chief Negotiator, EASL

APPENDIX O

Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie – CU
Regarding Compensation 2023-2024
October 27, 2023

The following is a tentative agreement between the School Board of St. Lucie County (District) and the Education Association of St. Lucie (Union) Classified Unit (CU) regarding compensation for the 2023-2024 school year. This agreement is subject to ratification and School Board approval.

Both parties agree that providing a competitive wage to employees and addressing the compression in some salary matrices are our top priorities.

To address the compression caused by the required increase to a minimum of $15/hour across all salary matrices in 2022-2023, the district and union agree to replace existing salary matrices with simplified salary matrices.

- **New matrices replacing current matrices that include an existing bachelor's degree lane will be created using the following process**:

  1. The current Bachelor's Lane in each matrix will become the new Base Lane in the new matrix.
  2. A new associate's degree lane will be created by adding $750 to each step of the new base lane.
  3. A new bachelor's degree lane will be created by adding $1500 to each step of the new base lane.
  4. An additional step at the top of each matrix will be created by adding 2% to the current top step.

- **New matrices replacing current matrices that do not include an existing bachelor's degree lane will be created using the following process**:

  1. Each step in the current matrix will receive a 1.5% increase to create the new matrix.
  2. An additional step at the top of each matrix will be created by adding 2% to the current top step.

- **Current employees will be moved to the new matrices using the following process:**

  1. All employees will be moved to the new **Base** lane on the step corresponding to their current job title, matrix, and step.
  2. Eligible employees will be moved to either the associate's degree or the bachelor's degree lane.
  3. Eligible employees will receive a step on their new salary schedule.
  4. Any step that does not result in a minimum of a 3.5% increase for returning employees will be adjusted to provide a minimum of 3.5% increase.

The district will ensure that salary matrices for 10-, 11-, and 12-month employees in the same job title will reflect the same daily rate.

This agreement is retroactive to July 1, 2023 for assignments for the 2023-2024 school year ONLY. Summer School assignments for 2022-2023 are not included.

The parties agree to reconvene when additional funds become available to continue discussions regarding equalizing percentages between steps on salary matrices.

10/27/23

E. David Freeland, President, EASL

Helen Wild, Chief Negotiator, SBSLC

10/27/23

Christine Hill, Chief Negotiator, EASL

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APPENDIX P

Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie - Inclusive
Regarding One-Time Bonus
November 3, 2023

The following is a tentative agreement between the School Board of St. Lucie County (Board) and the Education Association of St. Lucie (EASL) for the 2023-2024 school year. Both parties agree that it is important to continue our commitment to providing additional compensation for all employees whenever possible. This agreement is subject to ratification and board approval.

In order to recognize the loyalty and dedication of all employees during the 2023-2024 school year, both parties agree that all employees who meet the following criteria will earn a one-time, non-recurring bonus:

- All eligible bargaining unit members will receive a one-time bonus of $1421.46, resulting in a $1000 (net) take-home bonus.
- Eligible employees are those with a start date on or before November 3, 2023, and who are employed on the date of payout.
- Employees on approved leave at the time of payout and who are otherwise eligible will receive their bonus upon return to duty.
- Bonuses will be paid out no later than December 20, 2023.

Rebecca L. Petrie 11/3/23
Rebecca Petrie, Vice- President, CTA

HW Wild 11/3/23
Helen Wild, Chief Negotiator, School Board SLC

Christine K. Hill 11/3/23
Christine Hill, Chief Negotiator, EASL

APPENDIX Q

St. Lucie PUBLIC SCHOOLS

Letter of Understanding

School Board of St. Lucie County
Education Association of St. Lucie – CU
Regarding Bus Aide Additional Compensation
February 26, 2024

Education Association of St. Lucie
Local 3616
Your Union Working for You!

The following is a tentative agreement between the School Board of St. Lucie County and the Education Association of St. Lucie (EASL) regarding compensation for eligible bargaining unit employees for the 2023-2024 and 2024-2025 school years. The parties agree to implement this agreement prior to the conclusion of negotiations for the 2023-2024 school year.

Bus Aides who are assigned to a bus route to the discipline-based Alternative Education School Dale Cassens Education Complex/Pride will be paid $915 on a prorated basis, for the 2023-2024 and 2024-2025 school years.

This will be retroactive to the start of the 2023-2024 school year. Payment will occur no later than April 15th, 2024.

2/26/2024
E David Freeland, President, EASL

Helen Wild, Chief Negotiator, School Board SLC

Rebecca L. Petrie 2/27/2024
Rebecca L. Petrie, Vice-President, CTA

APPENDIX R

Letter of Understanding

School Board of St. Lucie County
Education Association of St. Lucie/CU/Protech
Regarding Summer School Bonus Pay
April 4, 2024

The following is a tentative agreement between the School Board of St. Lucie County and the Education Association of St. Lucie (EASL) CU/Protech regarding a bonus pay incentive for summer school workers for the 2023-2024 school year only. The parties agree to implement this agreement prior to the conclusion of negotiations for the 2023-2024 school year.

Due to Covid-related closures and interruptions, both parties understand that more students need supplemental instruction which will require expanding summer school opportunities, and that the funding for this pay structure is available through emergency relief funds until the end of the 2023-2024 summer session.

Each school site will be hiring Summer School Clerks to support the operation of the identified summer school locations. Clerks hired for summer school will receive a flat hourly rate of $27.00.

All other CU/Protech employees hired to work summer school will receive their hourly rate.

All CU/Protech employees hired to work summer school will be eligible for an attendance supplement of $250.00 for perfect attendance for the 18 days of summer school between June 10th, 2024, and July 11th, 2024. The supplement will be paid out after the conclusion of the summer program once eligibility is confirmed in one supplement check.

4/9/2024
E David Freeland, President, EASL

4/4/2024
Helen Wild, Chief Negotiator, School Board SLC

4/9/2024
Christine Hill, Chief Negotiator, EASL

APPENDIX S

Letter of Understanding

School Board of St. Lucie County
Education Association of St. Lucie-CTA/CU
Regarding Recognition and Retention Bonus
April 4, 2024

The following is a tentative agreement between the School Board of St. Lucie County and the Education Association of St. Lucie (EASL) CTA/CU regarding a one-time recognition and retention bonus for Voluntary Prekindergarten teachers and paraprofessionals.

St Lucie Public Schools was awarded an ARPA Discretionary Fund allocation from the Early Learning Coalition of St Lucie specifically earmarked for recruiting, retaining, or upskilling Voluntary Prekindergarten staff. In recognition of their success in the first year of the new CLASS observation for Florida VPK classrooms, the District and the Union agree to provide a one-time bonus gross amount of $1438.36 to eligible VPK classroom teachers and paraprofessionals.

Eligible VPK teachers and paraprofessionals meet the following criteria:

1. Teach full-time or work full-time as a paraprofessional in the Voluntary Prekindergarten program in a St. Lucie Public School, and
2. Were employed on the date of this year's CLASS observation date, and
3. Are still employed in a SLPS VPK classroom on the date that the bonus is paid.

Bonuses will be paid to eligible employees by May 15, 2024.

4/25/24
E David Freeland, President, EASL

4/25/24
Helen Wild, Chief Negotiator, School Board SLC

4/25/24
Rebecca Petrie, CTA Vice-President, EASL

APPENDIX T

Letter of Understanding

School Board of St. Lucie County
Education Association of St. Lucie – CTA/CU/Protech
Wellness Incentive Program 2024-2024 School Year
April 25, 2024

The following is a tentative agreement between the School Board of St. Lucie County and the Education Association of St. Lucie (EASL), regarding the Wellness Incentive Program for the 2024-2025 school year. The parties agree to implement this agreement prior to the conclusion of negotiations for the 2024-2025 school year.

The parties agree that promoting and maintaining a wellness program for school district employees is beneficial to the overall mutual goals of the parties which include improving employee attendance and containing the cost of insurance premiums. The Board agrees to fund wellness incentives for those employees participating in the St. Lucie County School District Employee Health Plans. The incentive program period will run from June 1, 2024, through April 30, 2025.

The incentive program will reward participants' points based on the Incentive Program Activities and Points Schedule and each point is equal to $1.00. Participating employees may earn up to 200 points for the entire year. For participants in a Health Savings Account (HSA) eligible plan (BC/BS Plans 5192/5193, 5180/5181, or 5172/5173), the wellness incentive will be awarded as a contribution to the employee's HSA account. Employees are responsible for ensuring that they do not exceed the HSA annual maximum contribution as per IRS regulation. For participants in a non-HSA-eligible insurance plan (BC/BS Plan 5771), the earned wellness incentive will be awarded as a credit towards the employee's health insurance premium. For any employee who is not eligible for the HSA contribution or premium credit, the wellness incentive will be paid out as a supplement. Only employees who participate in the St. Lucie School District Employee Health Plans are eligible for wellness incentives. To receive the incentive the employee must be eligible and active as of the date the incentive award is made.

The activities and points structure for the wellness incentive are specified in the Wellness Activities and Associated Points for the 2024-2025 Schedule as shown on page 2.

The Wellness Incentive Program will be reviewed quarterly by the Collective Bargaining Compensation Subcommittee.

4/25/24
David Freeland, President, EASL

4/25/24
Helen Wild, Chief Negotiator, School Board SLC

4/25/24
Rebecca Petrie, CTA Vice-President

Letter of Understanding

School Board of St. Lucie County
Education Association of St. Lucie – CTA/CU/Protech
Wellness Incentive Program 2024-2024 School Year
April 25, 2024

Activity	Points ($)	Date Submitted
Have a biometric screening done at an on-site Health Fair (or you may complete at Quest Diagnostics and complete the Personal Health Assessment online)	50	
Participate in a Tobacco Cessation Program	50	
Annual Physical from Primary Care Physician	30	
Annual Physical from Gynecologist	30	
Exercise at least 12 days per month for at least a total of 30 minutes/day	20	
Complete at least 15 Mindfulness Activities per month	20	
Participate in the Florida Blue Healthy Addition Prenatal Program	20	
Cancer Screening - Breast (mammogram)	15	
Cancer Screening - Cervical (pap smear)	15	
Cancer Screening - Colon (colonoscopy)	15	
Cancer Screening - Prostate or PSA Test	15	
Cancer Screening - Skin	15	
Attend a Health Lecture (up to 4 times a year)	15	
Participate in a Race – 5k/10k, etc. (up to 4 times per year)	15	
Submit a Wellness Success Story (minimum 1/2 page)	15	
Participate in a Webinar (up to 5 times per year)	15	
Blood Donation (up to 5 times per year)	10	
Dental Cleaning (up to 2 times per year)	10	
Vision/Glaucoma Screening (1 time per year)	10	
Immunization - Flu	5	
Immunization - COVID Booster	5	
Immunization - Pneumonia	5	
Immunization - Shingles	5	
Participate in a District- Wide Wellness Challenge (up to 4 times per year)	5	
Chiropractic Adjustments (Up to 5 per year)	5	
HALT Diabetes Program (12 month Program) (Up to 12 per year)	5	

View your points in the Wellness P Custom Form in Skyward!

Ask your Wellness Champion or email Wellness@stlucieschools.org for instructions

Submit documentation to Mark Dionisio in Risk Management (Exercise Tracking Log, gym attendance, Claims & Statements, or statement from doctor) for all activities via email (Wellness@stlucieschools.org) or pony.

https://www.stlucie.k12.fl.us/health-wellness/

Documentation is due May 2, 2025

LOCATE HEALTH/PHARMACY/DENTAL CLAIMS & STATEMENTS:

ltw 4/25/24

1. Go to Floridablue.com & click "Log-in" (top right-hand corner).
2. Enter your User ID & Password. (If you haven't registered, click "New Member Registration."
3. Click "Claims & Expenses" then "Claims & Statements." Click on the date of service you would like to view. Click "Print this claim."
4. At the top of the page, next to "Currently Viewing Your," click "Dental" in the drop-down box. Follow the above steps for locating Dental Claims & Statements.

4/25/24

4/25/24

APPENDIX U

Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie - Inclusive
Regarding Health Insurance
July 24, 2024

The following is a tentative agreement between the School Board of St. Lucie County (District) and the Education Association of St. Lucie (Union) regarding compensation for the 2024-2025 school year. This agreement is subject to union ratification and school board approval.

- The Board will offer employees the Blue Options Plans currently called 5180/5181, 5192/5193, 5771, and Plan 5172/5173. Blue Options 5771 is only available to employees hired prior to January 1, 2014.
- The Board will increase their contribution to $7,605.36 to employees enrolling in the plan of their choice offered by the District.
- The Board will make a one-time contribution of $750.00 to a Health Savings Account (HSA) in January 2025, to each employee enrolled in an HSA eligible plan offered by the Board for the 2025 insurance year only.
- For employees hired after January 1, 2025, the Board's contribution of $31.25 per pay period will continue through June 30, 2025.
- For employees whose 2024 prorated HSA contribution stopped on July 1, 2024, the per-pay contribution will continue and be retroactive to July 1, 2024.
- Employees enrolled in any of the above district Blue Options Plans by November 1, 2024, will receive a one-time net bonus of $189.45. This bonus funded through our Proshare agreement is to help offset anticipated health insurance premium increases.

7/24/24
E David Freeland, President, EASL

7/24/24
Helen Wild, Chief Negotiator, School Board SLC

7/24/24
Alan Mathison, Treasurer, EASL

APPENDIX V

Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie – CU/Protech
Regarding Compensation
July 24, 2024

The following is a tentative agreement between the School Board of St. Lucie County (District) and the Education Association of St. Lucie (Union) Classified Unit (CU) and Professional Technical Unit (Protech) regarding compensation for the 2024-2025 school year. This agreement is subject to union ratification and school board approval.

Salary:

- Eligible employees will receive an additional step on their salary schedules. For employees whose hourly increase and step is less than a 4% increase, an additional amount will be added to their salary to make their total increase 4%. Eligible employees are those who were employed in the previous school year for at least one-half of the contract year plus one (1) day.
- Where additional steps are necessary on a salary schedule a new step will be created by increasing the last step by 2%. Any individuals on that step will receive the additional 2% to bring their total salary increase to a 4% increase.
- Classroom Aides/Paraprofessionals will be placed on the Media Clerk Salary Matrix and given a step on that matrix. (Paraprofessional positions on the C01 lane will move to lane C03).
- The hourly rate for Bus Aides will increase by $.50 per hour.

This agreement is retroactive to July 1, 2024 for the assignments for the 2024-2025 school year ONLY. Summer School assignments for 2023-2024 are not included.

7/24/24
E David Freeland, President, EASL

7/24/24
Helen Wild, Chief Negotiator, School Board SLC

7/24/24
Alan Mathison, Treasurer, EASL

APPENDIX W

Letter of Understanding
School Board of St. Lucie County
Education Association of St. Lucie - CTA/CU
Regarding DCEC Differentiated Salary Adjustment
August 5, 2024

The following is a tentative agreement between the School Board of St. Lucie County and the Education Association of St. Lucie (EASL) regarding incentive pay for teachers, clerical staff and teacher's aides assigned full-time to Dale Cassens Educational Complex, Data House and Detention Center.

It is recognized that recruitment and retention is a district-wide priority. However, there are unique challenges in recruiting and retaining the staff at DCEC/Data House/Detention Center in its role as an alternative to expulsion school. Both the union and district recognize that for safety and quality of instruction and student services, it is imperative that all positions are filled and that the highly trained, flexible, and skilled staff are committed to remain in that setting. As a recruitment and retention incentive, the following annual differentiated salary adjustment went into effect beginning in the 2023-2024 school year and will remain in place for the 2024-2025 school year for those staff members providing and supporting instruction and supervision.

2024-2025 School Year:

- Teachers will receive $5,000. It shall be paid in two installments of $2,500 by December 20, 2024 and June 1, 2025.
- Teacher's Aides/Paraprofessionals and Clerical Staff will receive $3,000. It shall be paid in two installments of $1,500 by December 20, 2024 and June 1, 2025.
- Must be hired prior to November 1, 2024 to earn first installment.
- Must be hired prior to May 1, 2025 to earn the second installment.
- Must be employed on date of payment.
- Employees on approved leave will be paid upon return to work.

Both new hires and internal SLPS transfers are eligible for the annual differentiated salary adjustment.

8/5/2024
E. David Freeland, President EASL

8/5/2024
Dr. Helen Wild, Chief Negotiator, EASL

Rebecca L. Petrie 8/5/2024
Rebecca Petrie, CTA Vice-President